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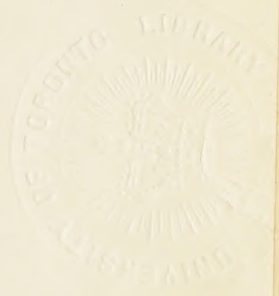
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INDIAN TREATIES AND SURRENDERS

FROM 1680 TO 1890

THREE
IN TWO VOLUMES
[1680 - 1903]

VOL. I. - II
Nos. 1 - 280 1/2.



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NOTES.—(a) It is understood that surrenders are made to the Crown unless it is otherwise stated.

(b) In print, the Indian word "totem" is substituted for the sign or figure following the name of an Indian in the original manuscript surrender.

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5th Nov., 1818. Provisional surrender. Ryde Township and parts of Muskoka, Morrison, Draper and Oakley, Muskoka District; Rama, Mara and Scugog Townships, Ontario County; all Victoria County; all Peterborough County; Cartwright, Manvers and Cavan Townships, Durham County; Anson, Lutterworth, Snowden and Glamorgan Townships and parts of Hindon, Stanhope, Minden, Dysart, Dudley, Monmouth and Cardiff, Haliburton County; parts of Herschel, Faraday, Wollaston and Lake Townships, Hastings County; South Monaghan Township and part of Seymour, Northumberland County.....	20	48	I
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9th May, 1820. Provisional surrender. Mosa, Metcalfe, Ekfrid and Lobo Townships and parts of Caradoc, Adelaide and East Williams, Middlesex County; Dawn Township and parts of Euphemia, Enniskillen, Brooke and Warwick, Lambton County; Zone Township and Gore of Camden, Kent County..	280½	281	II
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10th July, 1827. Confirmatory surrender. Parts of Wilmot and Wellesley Townships, Waterloo County; Maryborough Township and parts of Peel and Minto, Wellington County; all Perth County; Osborne, Stephen, Hay, Stanley, Tuckersmith, McKillop, Grey, Morris, Hulett, Goderich and Colborne Townships and parts of Ashfield, East and West Wawanosh, Turnberry and Howick, Huron County; Bosanquet, Plympton, Sarnia and Moore Townships, and parts of Enniskillen, Brooke and Warwick, Lambton County; McGillivray, Biddulph, West Williams and West Nissouri Townships and parts of East Williams and Adelaide, Middlesex County; East Nissouri and East and West Zorra Townships, Oxford County.....	29	71	I
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13th Feb., 1849. Part of Caradoc Township, Middlesex County. Ten acres for a Church of England parsonage, and 57½ acres for a school.....	58½d	145	I
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6th Oct., 1862. Manitoulin Island except reserves mentioned; also Barrie and Cockburn Islands. To Hon. William McDougall....	94	235	I
6th Nov., 1862. Timber in parts of Sarnia and Bosanquet Townships, Lambton County.....	98	241	I
16th Aug., 1865. Parts of Cobden and Thompson Townships, Algoma District.....	103	247	I
19th Aug., 1865. Land on Whitefish River, northern shore of Lake Huron, Algoma District.....	109	255	I
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7th July, 1868. By Lord Monck, Governor General. Declaration of Trust. A block of land on Peltier River, near Garden River, Algoma District. For a grist mill to be erected by Jesuits.....	110	257	I
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17th Jan., 1872. Lot in Chinguacouse Town plot, Garden River, Algoma District. To be sold to McRae, Craig & Co., for a saw-mill.	165	63	II
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RESPECTING THE

SEIGNIORY OF SAULT ST. LOUIS

AND THE

CAUGHNAWAGA RESERVE

(See Vol. II., page 283.)

No. 1.

By these Presents We the following Chiefs Kitchi Negou or Grand Sable, Pouanas, Kousse and Magousseihigan in behalf of ourselves and all others of our Nation, the Chipwas, who have or can lay claim to the hereinmentioned Island, as being their Representatives and Chiefs, by and with mutual consent do surrender and yield up into the hands of Lieutenant-Governor Sinclair, for the behalf and use of His Majesty George the Third, of Great Britain, France and Ireland, King, Defender of the Faith, &c., &c., &c., His Heirs, executors, administrators for ever, the Island of Michilimakinac, or as it is called by the Canadians, La Grosse Isle (situate in that Strait which joins the Lakes Huron and Michigan), and we do hereby make for ourselves and posterity a renunciation of all claims in future to said Island. We also acknowledge to have received, by Command of His Excellency Frederick Haldimand, Esq., Governor of the Province of Quebec, General and Commander in Chief of all His Majesty's Forces in Canada, &c., &c., from the said Lieutenant Governor Sinclair on His Majesty's behalf, the sum of Five thousand Pounds New York Currency, being the adequate and complete value of the beforementioned Island of Michilimakinac, and have signed two Deeds of this tenor and date in the presence of Matthew Lessey, John Macnamara, David Rankin, Henry Bostwick, Benjamin Lyons, Etienne Campion and P. Ant. Tabeau, the underwritten witnesses, one of which Deeds is to remain with the Governor of Canada and the other is to remain at this Post to certify the same, and We promise to preserve in our Village a Belt of Wampum of seven feet in length to perpetuate, secure and be a lasting memorial of the said transaction to our Nation for ever hereafter, and that no defect in this Deed from want of Law Forms or any other shall invalidate the same.

IN WITNESS WHEREOF, We the above mentioned Chiefs do set our hands and seals this twelfth day of May, in the year of Our Lord one thousand seven hundred and eighty-one, and the twenty-first year of His Majesty's reign.

ROBERT SINCLAIR,
Lt.-Governor and Commandant,
 JOHN MONPESSOR,
Capt. commanding a Detacht. of
the King's Regiment,
 R. B. BROOKE,
Lieut. King's or Eight Regiment,
 JOHN ROBERT MCDUGALL,
Ensign, King's or Eight Regiment,
 MATT. LESSEY,
 DAVID RANKIN,
 HENRY BOSTWICK,
 BENJAMIN LYONS,
 ET. CAMPION,
 P. ANT. TABEAU.

(totem) KITCHIE NEGOU, his mark,
 [L.S.]
 (totem) the mark of POUANAS,
 [L.S.]
 (totem) mark of POUANAS and KOUSSE,
 the same mark but different Chiefs,
 [L.S.]
 (totem) mark of MAGOUSSEIHIGAN,
 [L.S.]
 (totem) OKAH,
 [L.S.]

No. 2.

KNOW ALL MEN BY THESE PRESENTS, that we the principal Village and War Chiefs of the Ottawa, Chippawa, Pottowatomy and Huron Indian Nations of Detroit for and in consideration of the Sum of Twelve Hundred Pounds Currency of the Province of Quebec at Five Shillings per Spanish Dollar for valuable Wares and Merchandise to us delivered up by the hands of Alexander McKee, Esquire, Deputy Agent of

Indian Affairs, the receipt whereof we do hereby acknowledge, have by and with the consent of the whole of our said Nations, given, granted, enfeoffed, alienated, and confirmed, and by these presents do give, grant, enfeoff, alien and confirm unto His Majesty George the Third, King of Great Britain, France and Ireland, Defender of the Faith, &c., &c., &c., a certain Tract of land beginning at the mouth of Catfish Creek, commonly called Rivière au Chaudière on the North Side of Lake Erie, being the Western extremity of a Tract purchased by His said Majesty from the Messesagey Indians in the year One Thousand Seven Hundred and Eighty Four and from thence running Westward along the border of Lake Erie and up the Streight to the mouth of a river known by the name of Channail Ecarté and up the main branch of the said Channail Ecarté to the first fork on the south side, then a due east line until it intersects the Rivière à la Tranche, and up the said Rivière à la Tranche to the North West corner of the said cession granted to His Majesty in the year One Thousand Seven Hundred and Eighty Four, then following the Western boundary of said tract being a due South direction until it strikes the mouth of said Catfish Creek or otherwise Rivière au Chaudière being the first offset ;

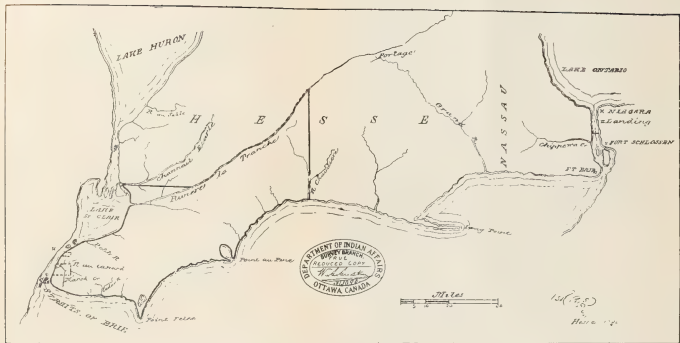
Reserving a Tract beginning at the Indian Officers Land at a small run near the head of the Island of Bois Blanc and running upwards along the border of the Streight to the beginning of the French Settlement above the head of the Petite Isle au D'Inde; then a due East line seven miles and then South so many miles as will intersect another East line run from the mouth of said Run or Gully near the head of said Island of Bois Blanc :

And another Tract beginning at the mouth of Rivière au Jarvais commonly called Knagg's Creek, running up along the border of the Streight to the Huron Church and one hundred and twenty arpents in depth with all and singular the appurtenances unto the said Tract of Land belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents and services of the said premises and all the estate, right, title, interest, property, claim or demand whatsoever of us the said Chiefs or any other person or persons whatever of our said Nations of, in, and to the said Tract of Land, or, of, in, and to every part and parcel thereof excepting the Reserve aforesaid.

To have and to hold the said Lands and Premises hereby given and granted, mentioned or intended to be given and granted unto His said Majesty George the Third, His Heirs and Successors for the only proper use and behoof of His said Majesty George the Third. His Heirs and Successors for Ever.

And we the said Chiefs for ourselves and the whole of our said Nations our and their Heirs, Executors and administrators do covenant, promise and grant to and with His said Majesty George the Third, His Heirs and Successors by these presents that His said Majesty, His Heirs and Successors shall and lawfully may from henceforth and for ever after Peaceably and quietly have, hold, occupy, possess and enjoy the said tract of land hereby given and granted, mentioned or intended to be given and granted with all and every of the appurtenances free, clear, and discharged or well and sufficiently saved, kept harmless and indemnified of, from and against all former and other gifts, grants, bargains and sales and of, from and against all former and other Titles, troubles, charges or incumbrances whatever, had, done or suffered, or to be had, done or suffered by any of us the said Chiefs, or by anyone whatever of the said Nations our and their Heirs, Executors or administrators; And by these presents do make this our act and Deed irrevocable under any pretence whatever, and have put His said Majesty in full possession and seizin by allowing houses to be built upon the Premises.

IN WITNESS WHEREOF, we the said Chiefs, for ourselves and the said Nations have unto these Presents made the marks of our different Tribes, and affixed our Seals at Detroit, District of Hesse, in the Province of Quebec, this Nineteenth day of May, in the Thirtieth year of the Reign of Our Sovereign Lord George the Third, King of Great Britain, France and Ireland, Defender of the Faith, &c., and in the year of Our Lord one thousand seven hundred and ninety (1790).



Signed, sealed and delivered in the presence of us in full Council:

PAT. MURRAY, *Major Commanding at Detroit,*

RICHARD PORTER, *Capt. 60th Regt.,*

JOHN J. BULLER, *Capt 60th Regt.,*

CHARLES INGRAM, *Capt. 60th Regt.,*

I. HESSELBERG, *Lieut. 60th Regt.,*

JOHN ROBERTSON, *Lieut. 60th Regt.,*

DAVID MEREDITH, *Lieut. R. R. Artillery.*

E. CARTWRIGHT, *Lieut. 60th Regt.,*

JB. JORDAN, *Lieut. 60th Regt.,*

SAML. GIBBS, *Ens. 60th Regt.,*

G. WESTPHAL, *Adj. 60th Regt.,*

JAS. HENDERSON, *Surgeon,*

A. GRANT,

ALEX. HARROW, *Lt. Commg. Nl. Depl.,*

P. FRICHETTE, *Ptre Miss.,*

ADHEMAR ST. MARTIN,

GREGOR MCGREGOR, *Major of Detroit Militia,*

JOHN MARTIN, *Ensg. Militia,*

FRANS. BABY, *Ensg. Militia,*

WILLIAM ROBERTSON,

T. SMITH, *Lieut. Militia,*

THOMAS REYNOLDS, *Asst. Comss. and Storekeeper.*

HENRY HAY, *Ensign,*

WM. HARFFY.

Pottowatomies.

SKO-NEQUE, (totem) [L.S.]

E-SHA-HA, (totem) [L.S.]

MET-TE-GO-CHIN, (totem) [L.S.]

PE-NASH, (totem) [L.S.]

SHÈ-BENSE, (totem) [L.S.]

KEY-WAY-TE-NAN, (totem) [L.S.]

Hurons.

SAS-TA-RIT-SIE, (totem) [L.S.]

TA-HOU-NE-HA-WIE-TIE, (totem) [L.S.]

SKA-HOU-MAT, (totem) [L.S.]

MON-DO-AO, (totem) [L.S.]

TE-HA-TOW-RENCE, (totem) [L.S.]

SON-DIN-OU, (totem) [L.S.]

DOW-YEN-TET, (totem) [L.S.]

TED-Y-A-TA, (totem) [L.S.]

TREN-YOU-MAING, (totem) [L.S.]

SHE-HOU-WA-TE-MON, (totem) [L.S.]

MENG-DA-HAI, (totem) [L.S.]

TSOUGH-KA-RATS-Y-WA, (totem) [L.S.]

ROU-NIA-HY-RA, (totem) [L.S.]

Chippawas.

WAS-SON, (totem) [L.S.]

TI-E-CAMI-GO-SE, (totem) [L.S.]

ESSEBANCE, (totem) [L.S.]

OUIT-A-NIS-SA, (totem) [L.S.]

CHA-BOU-QUAL, (totem) [L.S.]

WA-BAN-DI-GAIS, (totem) [L.S.]

MESH-QUI-GA-BOUI, (totem) [L.S.]

Ottawas.

EGOUCH-E-OUAY, (totem) [L.S.]

WA-WISH-KUY, (totem) [L.S.]

NI-A-NE-GO, (totem) [L.S.]

KI-WICH-E-OUAN, (totem) [L.S.]

AT-TA-WA-KIE, (totem) [L.S.]

O-NA-GAN, (totem) [L.S.]

EN-DAH-IN, (totem) [L.S.]

MAUG-GIC-A-WAY, (totem) [L.S.]

Recorded by me this 22nd day of June, 1790, at L'Assomption, in the District of Hesse. Register No. B, pages 374, 375, 376, 377.

T. SMITH, C. C. P.,

D. H.

We do hereby certify that the following goods were delivered in our presence to the several Nations ; Subscribers to the within Deed agreeable to the consideration therein entioned (viz.) :

			f.	s.	d.
36 pairs	3 pt. blankets, at 12s.	21	12	0	
155 do	2½ do 10s. 6d.	81	7	6	
244 do	1½ do 5s. 9d.	70	3	0	
250 do	1 do 4s. 9d.	59	7	6	
155 do	2 do 7s.	54	5	0	
35 pieces	of Strouds, at 67s.	117	5	0	
5 do	black cloth, 100 yards, 3s. 9d.	18	15	0	
12 yards	of Moltons, 40s.	24	0	0	
140 yards	of scarlet cloth, 8s.	56	0	0	

	£	s.	d.
12 pieces cadies, 420 yards, 2s. 6d....	52	10	0
26 do Embolton linen, 96 yards, 15s. 0½d....	62	2	7
20 do linen, 500 yards, 16s....	33	6	8
5 do callicoe, 40s....	10	0	0
50 gross gartering, 12s....	30	0	0
8 pieces of ribbon, 10s. 6d....	4	4	0
40 lbs. thread, 3s....	6	0	0
100 lbs. vermillion, 4s....	20	0	0
1 dozen black silk handkerchiefs....	1	10	0
	722	8	3
20 dozen plain hats at 15s....	15	0	0
40 nests of tin kettles, 21s....	42	0	0
10 gross knives, 30s....	15	0	0
60 guns, 20s. 6d....	61	10	0
20 rifles, 50s....	50	0	0
400 lbs. powder, 74s....	14	16	0
1,600 lbs. ball and shot, 21s....	16	16	0
2,000 flints, 10s....	1	0	0
30 dozen looking glasses, 3s....	4	10	0
50 plyers, 2s....	5	0	0
10 pair callimaneon, 21s....	10	10	0
4 nests trunks, 42s....	8	8	0
12 dozen scissors, 2s. 9d....	1	13	0
12 dozen penknives, 3s....	1	16	0
1,000 fish hooks....	1	2	6
12 dozen ivory combs, 4s. 6d....	2	14	4
12 dozen horn combs, 2s....	1	4	0
600 lbs. brass kettles, 15s....	37	10	0
	290	9	0
2 gross fire steels, at 4s....	0	8	0
10 do pipes, 1s. 3d....	0	12	6
	1	0	6
	722	8	3
	290	9	0
Sterling....	1,013	17	9
Equal to Halifax currency....	1,126	11	4
39 gallons of rum at 3s. 9d....	7	6	3
A bullock....	13	0	0
400 lbs. tobacco, at 1s. 3d....	25	0	0
24 laced hats, at 20s....	24	0	0
11 gross pipes, at 1s. 6d....		16	6
2½ gross cutteaw knives....	3	5	11
Halifax currency or the currency of the Province of Quebec....	£1,200	0	0

PAT. MURRAY, Major Commanding.
 RICHD. PORTER, Capt. 2nd Batt. 60th Regt.
 CHARLES INGRAM, Capt. 60th Regt.

JOHN I. BULLER, *Capt. 60th Regt.*
 T. HESSELBERG, *Lt. 60th Regt.*
 J. JORDAN, *Lt. 60th Regt.*
 DAVID MEREDITH, *Lieut. R. R. Artillery.*
 E. CARTWRIGHT, *Lieut. 60th Regt.*
 JOHN ROBERTSON, *Lt. 60th Regt.*
 SAM'L. GIBBS, *Ens. 60th Regt.*
 G. WESTPHAL, *Adjutant 2nd Batt. 60th Regt.*
 JAS. HENDERSON, *Surgeon.*

The above recorded at L'Assomption, in the District of Hesse, this 22nd day of June, 1790.

Register No. B, page 378.

T. SMITH, C. C. P.,
D.H.

No. 3.

J. GRAVES SIMCOE.

THIS INDENTURE made at Navy Hall in the County of Lincoln, in the Province of Upper Canada on the seventh day of December in the year of Our Lord one thousand seven hundred and ninety-two, between Wabakanyne, Wabanip, Kautabus, Wabaninship and Nattoton, on the one part, and Our Sovereign Lord George the Third, by Grace of God of Great Britain, France and Ireland, King Defender of the Faith, &c., &c., on the other part.

Whereas, by a certain indenture bearing date the twenty-second day of May, in the year of Our Lord one thousand seven hundred and eighty-four, and made between Wabakanyne, Nannibosure, Pokquawr, Nanaughkawestrar, Peapamaw, Tabendau, Sawainchik, Peasanish, Wapamanischigun, Wapeanojhqua, Sachems and War Chiefs and Principal Women of the Messissague Indian Nation on the one part, and Our said Sovereign Lord George the Third, King of Great Britain, France and Ireland, &c., &c., the other part.

It was witnessed that the said Wabakanyne and the said Principal Chiefs and Women above named for and in consideration of the sum of eleven hundred and eighty pounds, seven shillings and fourpence of lawful money of Great Britain, to them the said Wabakanyne, Sachems, War Chiefs and Principal Women in hand well and truly paid did grant, bargain, sell, alien, release and confirm unto His said Majesty, His Heirs and Successors, all that tract or parcel of land lying and being between the Lakes Ontario and Erie, beginning at Lake Ontario four miles south westerly from the point opposite to Niagara fort, known by the name of Messissague Point, and running from thence along the said lake to the creek that flows from a small lake into the said Lake Ontario known by the name of Washquarter; from thence a north westerly course until it strikes the River La Tranche or New River; thence down the stream of the said river to the part or place where a due south course will lead to the mouth of Cat Fish Creek emptying into Lake Erie, and from the above mentioned part or place of the aforesaid River La Tranche following the south course to the mouth of the said Cat Fish Creek; thence down Lake Erie to the lands heretofore purchased from the Nation of Messissague Indians; and from thence along the said purchase to Lake Ontario at the place of beginning as above mentioned, together with the woods, ways, paths, waters, watercourses, and appurtenances to the said tract or parcel of land belonging. To have and to hold unto Our said Sovereign Lord the King, His Heirs and Successors for ever, as in and by the said Indenture will more fully and at large appear.

And whereas at the time of executing the said Indenture the boundaries of the said parcel of land were on one side described by an imaginary line running from the small Lake Washquarter in a north-west course until it strikes the river, but from an actual survey it has been discovered that a line from the said Lake Washquarter carried on in a north-westerly course will not strike the said River La Tranche.

And whereas it is necessary and expedient that the boundary lines of the said parcel of land should be more accurately laid down and described.

NOW THIS INDENTURE WITNESSETH, and the said Wabakanyne, Wabanip, Kautabus, Wabaniship and Mattotow do hereby acknowledge and declare that the true and real description of the said tract or parcel of land so bargained, sold, aliened and transferred by and to the parties aforesaid is all that tract or parcel of land lying and being between the Lake Ontario and Erie beginning at Lake Ontario four miles south-westerly from the point opposite to Niagara fort known by the name of Messissague Point and running from thence along the said lake to the creek that falls from a small lake known by the name of Washquarter into the said Lake Ontario, and from thence north forty-five degrees west fifty miles; thence south forty-five degrees west twenty miles; and thence south until it strikes the River La Tranche; then down the stream of the said river to that part or place where a due south course will lead to the mouth of Catfish Creek emptying into Lake Erie, and from the above-mentioned part or place of the aforesaid River La Tranche following the south course to the mouth of the said Catfish Creek; thence down Lake Erie to the lands heretofore purchased from the said nation of Messissague Indians; and from thence along the said purchase to Lake Ontario at the place of beginning as above mentioned, together with all the woods, ways, paths, waters, water courses and appurtenances thereunto belonging. And therefore the said Wabakanyne, Wabanip, Kautabus, Wabaniship and Mattotow for and in consideration of the said sum so advanced as aforesaid and for the further consideration of five shillings of lawful money of Great Britain to them the said Wabakanyne, Wabanip, Kautabus, Wabaniship and Mattotow in hand duly paid at and before the sealing and delivering of these presents and for the better ratifying and confirming of the heretofore recited Indenture have granted, bargained, sold, and confirmed, and by these presents do grant, bargain, sell and confirm to His Britannick Majesty, His heirs and successors, all that tract or parcel of land lying and being between the Lakes Ontario and Erie, beginning at Lake Ontario four miles south-westerly from the point opposite to Niagara fort, known by the name of Messissague Point, and running from thence along the said lake to the creek that falls from a small lake known by the name of Washquarter into the said Lake Ontario; and from thence north forty-five degrees west fifty miles; thence south forty-five degrees west twenty miles; and thence south until it strikes the River La Tranche; then down the stream of the said river to that part or place where a due south course will lead to the mouth of Catfish Creek emptying into Lake Erie, and from the above-mentioned part or place of the aforesaid La Tranche following the south course to the mouth of the said Catfish Creek; thence down Lake Erie to the lands heretofore purchased from the Nation of Messissague Indians; and from thence along the said purchase to Lake Ontario at the place beginning as above mentioned, together with all the woods, ways, paths, waters, water courses and appurtenances thereunto belonging.

To have and to hold all and singular the said tract or parcel of land with its appurtenances unto His Britannick Majesty, His heirs and successors forever.

And whereas at a conference held by John Collins and William R. Crawford, Esqrs., with the principal Chiefs of the Messissague Nation, Mr. John Russeau, Interpreter, it was unanimously agreed that the King should have a right to make roads thro' the Messissague Country, that the navigation of the said rivers and lakes should be open and free for His vessels and those of His subjects, that the King's subjects should carry on a free trade unmolested in and thro' the country: Now this Indenture doth hereby ratify and confirm the said conference and agreement so had between the parties aforesaid, giving and granting to His said Majesty a power and right to make roads thro' the said Messissague Country together with the navigation of the said rivers and lakes for His vessels and those of His subjects trading thereon free and unmolested.

IN WITNESS WHEREOF the Chiefs on the part of the Messissague Nation and His Excellency John Graves Simcoe, Esqr., Lieutenant Governor of the said Province,

&c., &c., &c., on the part of His Britannick Majesty have hereunto set their hands and seals the day and year first above written in the presence of

JOHN BUTTER,	[L.S.]	WABAKANYNE,	[L.S.]	(totem)
R. HAMILTON,	[L.S.]	WABANIP,	[L.S.]	(totem)
ROBT. KERR,	[L.S.]	KAUTABUS,	[L.S.]	(totem)
PETER RUSSELL,	[L.S.]	WABANINSHIP,	[L.S.]	(totem)
JOHN MCGILL,	[L.S.]	MATTOTOW,	[L.S.]	(totem)
DAVID WILLIAM SMITH,	[L.S.]	J. GRAVES SIMCOE,	[L.S.]	

No. 3½.

J. GRAVES SIMCOE.

GEORGE THE THIRD by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth.

Know ye that Whereas the Attachment and Fidelity of the Chief Warriors and People of the Six Nations to us and Our Government, have been made manifest on divers occasions by their spirited and zealous exertions and by the bravery of their conduct ; And We being desirous of shewing Our approbation of the same, and in recompense of the losses they may have sustained of providing a convenient Tract of Land under Our protection for a safe and comfortable retreat for them and their posterity Have, of Our special Grace, certain knowledge and mere motion, Given and by these presents Do give and grant unto the Chiefs, Warriors, Women and People of the said Six nations and their Heirs for ever all that District or Territory of Land being parcel of a certain District lately purchased by Us of the Mississague Nation lying and being and limited and bounded as follows (that is to say) the Tract will then be bounded in front by the Bay of Quinté between the two mouths of the River Shannon and Bowen's Creek about Twelve Miles Westerly by a Line running, North Sixteen Degrees West from the West side of the Mouth of the River Shannon, and Easterly by a Line running North Sixteen Degrees West from the Mouth of Bowen's Creek, and Northerly by a Line running East Sixteen Degrees North and West Sixteen Degrees South at the distance of about Thirteen Miles back from the Bay of Quinté, measured on the Western Boundary aforesaid, to the North East Angle of the Township of Thurlow. To Have and to Hold the said District or Territory of Land of us Our Heirs and Successors to them the Chiefs, Warriors, Women and People of the said Six Nations and to and for the sole use and behoof of them and their Heirs for ever freely and clearly of and from all and all manner of Rents, Fines or Services whatsoever to be rendered by them the said Chiefs, Warriors, Women and people of the said Six Nations to us or our successors for the same and of and from all conditions, stipulations and agreements whatever except as hereinafter by us expressed and declared. Giving and granting and by these presents confirming to the said Chiefs, Warriors, Women and People of the said Six Nations, and their Heirs, the full and entire possession, Use benefit and advantage of the said District or Territory of land to be held and enjoyed by them in the most free and ample manner and according to the several Customs and usages by them the said Chiefs, Warriors, Women and People of the said Six Nations. Provided always, and be it understood to be the true intent and meaning of these Presents, that for the purpose of assuring the said Lands as aforesaid to the said Chiefs, Warriors, Women and People of the Six Nations and their Heirs and of securing to them the free and undisturbed possession and enjoyment of the same. It is Our Royal Will and Pleasure that no Transfer, Alienation, Conveyance, Sale, Gift, Exchange, Lease, Property, or Possession shall at any time be had, made, or given of the said District or Territory or any part or parcel thereof by any of the said Chiefs, Warriors, Women and people of the said Six Nations to any other Nation or Body of People, Person or persons whatsoever other than among themselves the said Chiefs, Warriors, Women

and People of the said Six Nations but that any such Transfer, Alienation, Conveyance, Sale, Gift, Exchange, Lease, or Possession shall be null and void and of no effect whatever. And that no Person or Persons shall possess or occupy the said District or Territory, or any part or parcel thereof by or under pretence of any such alienation or Conveyance as aforesaid, or by or under any pretence whatever under pain of our severe displeasure. And that in case any Person or Persons other than the said Chiefs, Warriors, Women and People of the said Six Nations shall under pretence of any such Title as aforesaid, presume to possess or occupy the said District or Territory or any part or parcel thereof that it shall and may be lawful for Us, our Heirs and Successors at any time hereafter to enter upon the Lands so occupied and possessed by any other Person or Persons other than the said Chiefs, Warriors, Women and People of the said Six Nations and them the said Intruders thereof and therefrom wholly to dispossess and evict and to resume the same to Ourselves, Our Heirs and Successors. Provided always nevertheless that if at any time the said Chiefs, Warriors, Women and People of the said Six Nations should be inclined to dispose of and Surrender their Use and Interest in the said District or Territory, the same shall be purchased only for Us in our name at some Public Meeting or Assembly of the Chiefs, Warriors and People of the said Six Nations to be held for that purpose by the Governor, Lieutenant Governor or Person Administering Our Government in Our Province of Upper Canada.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent and the Great Seal of Our said Province to be hereunto affixed; Witness His Excellency John Graves Simcoe, Esquire, Lieutenant Governor and Colonel Commanding Our Forces in Our said Province, Given at Our Government House at Navy Hall this First Day of April in the Year of Our Lord One Thousand Seven Hundred and Ninety Three in the Thirty Third Year of Our Reign.

WM. JARVIS, Secy.

J. G. S.

(A true copy taken from the original 29th December 1809).

JOHN SMALL.

C. Reg.

No. 34.

To all persons to whom these presents shall come, GREETING :

Know ye, that we Wabakanyne, Tabandan, Wabanip, Wanipanant, Okemapenes, and Potakquan, Sachems and Chief Warriors and principal women of the Messissaguc nation of Indians in the Province of Upper Canada, for and in consideration of the sum of one hundred pounds good and lawful money of the said Province to us in hand well and truly paid before the ensealing and delivery hereof, on the part and behalf of His Britannick Majesty, have given, granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents, Do give, grant, bargain, alien, release, convey and confirm unto His said Britannick Majesty, and to His heirs and Successors forever, a certain tract or parcel of Land, butted and bounded as follows, to wit, Beginning at the outlet (so called) between Burlington Bay and Lake Ontario, and thence extending down the said Lake on the North shore thereof about one mile or more to a Creek, falling into the said Lake, called by the said Messissaguc Indians Lamabinnecon; thence running north forty-five degrees west parallel with the former purchase line from the said outlet and carrying the full breadth between the said lines, full so far as to contain Three thousand four hundred and fifty acres.

To have and to hold the said granted and bargained premises, with all the privileges and appurtenances thereof, to His said Britannick Majesty and to His Successors, to His and their own proper use, benefit and behoof forever, we the aforesaid Sachems, Chief Warriors and Principal women, hereby engaging to warrant and defend the said granted premises against all claims and demands by, from or under us or any others of the Messissaguc Nation.

In Witness whereof we the said Sachems and Chief Warriors and principal women of the said Mississague nation, have hereunto set our hands and seals this twenty-fourth day of October in the year of Our Lord one thousand seven hundred and ninety-five.

Signed, sealed and delivered, }
in presence of us. }

JOHN BULLER, *Adjutant.*

R. H. SHEAFFE, *Captain 5th Regt.*

J. M. MASOR, *Lieut. 5th Foot.*

WM. GAINFORT, *Ens. 15th Regt.*

W. JOHNSON CHEW, *Indian Dept.*

A. JONES, *D.P.S.*

WABAKANYNE,	[L.S.]	(totem)
WABANIP,	[L.S.]	(totem)
WANAPENANT,	[L.S.]	(totem)
TABANDAN,	[L.S.]	(totem)
OKAMAPENES,	[L.S.]	(totem)
PATOPKQUAN,	[L.S.]	(totem)

No. 4.

J. GRAVES SIMCOE.

{ Great Seal of }
{ Canada. }

GEORGE the THIRD, by the Grace of God of Great Britain, France and Ireland, King,
Defender of the Faith and so forth.

To all to whom these present shall come, Greeting:—

KNOW YE, that whereas the attachment and fidelity of the Chiefs, Warriors, and people of the Six Nations, to Us and Our Government has been made manifest on divers Occasions by their spirited and zealous Exertions, and by the Bravery of their Conduct, and We being desirous of showing our Approbation of the same and in recompence of the Losses they may have sustained of providing a convenient Tract of Land under Our protection for a safe and suitable Retreat for them and their Posterity, Have of Our Special Grace, certain Knowledge and mere motion, given and granted and by these Presents Do Give and Grant to the Chiefs, Warriors, Women and People of the said Six Nations and their Heirs for ever, All that District or Territory of Land, being Parcel of a certain District lately purchased by Us of the Mississague Nation, lying and being in the Home District of Our Province of Upper Canada, beginning at the Mouth of a certain River formerly known by the name of the Ouse or Grand River, now called the River Ouse, where it empties itself into Lake Erie, and running along the Banks of the same for the space of Six Miles on each side of the said River, or a space co-extensive therewith, conformably to a certain Survey made of the said Tract of Land, and annexed to these Presents, and continuing along the said River to a Place called or known by the Name of the Forks, and from thence along the main Stream of the said River for the space of Six Miles on each side of the said Stream, or for a space equally extensive therewith, as shall be set out by a Survey to be made of the same to the utmost extent of the said River as far as the same has been purchased by us, and as the same is bounded and limited in a certain Deed made to Us by the Chiefs and People of the said Mississague Nation, bearing Date the Seventh Day of December, in the year of Our Lord One thousand seven hundred and thirty-two; To Have and to Hold the said District or Territory of Land so bounded as aforesaid of Us, Our Heirs and Successors, to them the Chiefs, Warriors, Women, and people of the Six Nations, and to and for the sole use and Behoof of them and their Heirs for ever, Freely and Clearly of and from, all, and all manner of rents, fines, and services whatever to be rendered by them or any of them to Us or Our Successors for the same, and of and from all conditions, stipulations and agreements whatever, except as hereinafter by us expressed and declared. Giving and granting, and by these Presents confirming to the said Chiefs, warriors, women, and people of the said Six Nations and their Heirs, the full and entire possession, use, benefit and advantage of the said district or territory, to be held and enjoyed by them in the most free and ample manner, and according to the several customs and usages of them the said Chiefs, warriors, women, and people of

the said Six Nations: Provided always, and be it understood to be the true intent and meaning of these Presents, that, for the purpose of assuring the said lands, as aforesaid to the said chiefs, warriors, women and people of the Six Nations, and their heirs, and of securing to them the free and undisturbed possession and enjoyment of the same, it is our royal will and pleasure that no transfer, alienation, conveyance, sale, gift, exchange, lease, property or possession, shall at any time be had, made or given of the said district or territory, or any part or parcel thereof, by any of the said Chiefs, warriors, women or people, to any other nation or body of people, person or persons whatever, other than among themselves the said Chiefs, warriors, women and people, but that any such transfer, alienation, conveyance, sale, gift, exchange, lease or possession shall be null and void, and of no effect whatever, and that no person or persons shall possess or occupy the said district or territory or any part or parcel thereof, by or under any pretence or any such alienation, title or conveyance, as aforesaid, or by or under any pretence whatever, under pain of our severe displeasure.

And that in case any person or persons other than them, the said Chiefs, warriors, women and people of the said Six Nations, shall under pretence of any such title as aforesaid presume to possess or occupy the said district or territory or any part or parcel thereof, that it shall and may be lawful for us, our heirs, and successors, at any time hereafter, to enter upon the lands so occupied and possessed by any person or persons other than the people of the said Six Nations, and them the said intruders thereof and therefrom, wholly to dispossess and evict, and to resume the part or parcel so occupied to ourselves, our heirs and successors: Provided always, that if at any time the said Chiefs, warriors, women and people of the said Six Nations should be inclined to dispose of and surrender their use and interest in the said district or territory or any part thereof, the same shall be purchased for us, our heirs and successors, at some public meeting or assembly of the Chiefs, warriors and people of the said Six Nations, to be holden for that purpose by the Governor, Lieutenant Governor or person administering our Government in our Province of Upper Canada.

IN TESTIMONY WHEREOF, we have caused these Our Letters to be made Patent, and the Great Seal of our said Province to be hereunto affixed. Witness, His Excellency John Graves Simcoe, Esquire, Lieutenant Governor and Colonel Commanding our Forces in our said Province. Given at our Government House, at Navy Hall, this fourteenth day of January, in the year of Our Lord one thousand seven hundred and ninety-three, in the thirty-third year of Our Reign.

J. G. S.

WM. JARVIS, Secretary.

Recorded 20th Feby, 1837, {

Lib. F., Folio 106. }

D. CAMERON, *Sy. and Regr.*

No. 44.

KNOW ALL MEN BY THESE PRESENTS that we, the Sachems, War Chiefs and Principal Women of the Mohawk, Oghquaga, Onandaga, Seneca and Cayuga Nations, residing at the Grand River, in the Province of Upper Canada for and in consideration of the Goodwill, Friendship and affection which we have for Nancy Kerr, and Margaret Kerr, in whose veins flows our blood, they being children of Robert Kerr and Elizabeth Kerr (daughter of Mary Brant, our sister), and also in and for the further consideration of the sum of one Pound lawful money of the said Province, to Us in hand paid by the said Nancy Kerr and Mary Margaret Kerr, and before the sealing and delivery of these presents, the receipt whereof We do hereby acknowledge and thereof and therefrom and from every part and parcel thereof do acquit, release and discharge the said Nancy Kerr and Mary Margaret Kerr their heirs, executors and administrators and every of them by these presents have given, granted, enfeoffed, alienated and confirmed, and by these presents do give, grant, enfeoff, alienate

and confirm unto the said Nancy Kerr and Mary Margaret Kerr (as tenants in common) a certain Tract of Land situate and being on the said Grand River, commencing at a post standing on the south side of the aforesaid Grand River marked for the upper boundary of lands granted to Dr. Kerr's three sons, and running up the said river so far as to contain a front of full forty chains wide, and running and extending back from the river to the Indian line containing two thousand acres be the same more or less, with all and singular the appurtenances to the said tract of land belonging or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents and services of the said premises, and all the estate, right, title, interest, property, claim and demand whatever of Us, the said Sachems, War Chiefs and Principal Women or any one whatever of our said nations, of, in and to the said tract or parcel of land or of, in and to every part and parcel thereof, to have and to hold the said land and premises hereby given and granted, or mentioned or intended to be given and granted, unto the said Nancy Kerr and Mary Margaret Kerr, their or either of their heirs and assigns, to the only proper use and behoof of the said Nancy Kerr and Mary Margaret Kerr, their heirs and Assigns forever.

And we the said Sachems, War-Chiefs and Principal Women, for ourselves and the whole of our said Nations, our and their heirs, executors and administrators, do covenant, promise and grant to and with the said Nancy Kerr and Mary Margaret Kerr and every of them, their and every of their heirs and Assigns, by these presents, that they the said Nancy Kerr and Mary Margaret Kerr their heirs and assigns, shall and lawfully may from time to time, and at all times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said tract and parcel of land hereby given and granted, with all and every of its appurtenance free, clear and discharged, or well and sufficiently saved, kept harmless and indemnified of, from and against all former and other Titles, troubles, charges and incumbrances whatever; had, done or suffered, or to be had, done or suffered, by any of us, the said Sachems, War Chiefs and Principal Women of the Mohawk, Oghquaga, Onandaga, Seneka and Cayuga Nations residing at the Grand River or by any one whatever of the said Nation, our and their heirs, executors and administrators, and by these presents do make this, our act and deed irrevocable under any pretence whatsoever of the said Nations. And have put the said Nancy Kerr and Mary Margaret Kerr in full possession and seizin, by allowing houses to be built on the premises.

IN WITNESS WHEREOF, we the said Sachems, War Chiefs and Principal Women, have unto these presents affixed our respective marks, signatures and seals, at the Mohawk village on the Grand River the twentieth day of May, in the year of Our Lord one thousand seven hundred and ninety-six.

Signed, sealed and delivered in }
presence of us: }

RALPH CLENCII,
PHILIP STEDMAN, Jun.

HENRY DEKARIGHOGEA,	[L.S.]
JACOB LEWIS AYONGHUATHA,	[L.S.]
DANIEL OGHNAWERA,	[L.S.]
PETER DEWATOGHARANEGEA,	[L.S.]
AARON HILL DEGHEANOSONGOTHA,	[L.S.]
JOS. BRANT HENRY AARON HULL,	[L.S.]
JOSEPH DEWASERAGEGH,	[L.S.]
THOMAS DAVIS DEWASERAGEGH,	[L.S.]
JOSEPH OGHNAONGOGHTOR,	[L.S.]
PAULUS SHAGOYATIYOUGHSTHA,	[L.S.]
SETH KANEAHAREGOWAGH,	[L.S.]
YOUNG BRANT AGOWANATHA,	[L.S.]
NICHOLAS TAYORONYOGHTE,	[L.S.]

ADAM THAWEYAGEARAT,	[L.S.]
ABRAHAM ONEVASKANIKON,	[L.S.]
CHRISTIAN OWEANOGON,	[L.S.]
ESTHER DEKAGHENTAGHAGUE,	[L.S.]
CATHERINE GOMEAGHTENTYATHA,	[L.S.]
SARAH AONGHWINTSUJO,	[L.S.]
CATHERINE GONWENGHNONGON,	[L.S.]
CATHERINE OTYANOOGHON,	[L.S.]
CATHERINE TEYOTWANEAGH,	[L.S.]

£1. 0s. 0d.

Received the day of the date of the above written deed of and from the within named Nancy Johnson and Mary Margaret Kerr the sum of one pound; being in full for the consideration money mentioned to be paid us by the before written deed—we say received.

I certify that the within Instrument is recorded in my office the twentieth of October, Eighteen Hundred and Twenty, at One o'clock P.M., Lib. B., Fol. 114, Memo. 595.

JAMES DURAND,

Register for District of Gore.

No. 4½.

(Translation.)

PHILIPPE DE RIGAUD, &C.

MICHEL BEGON, &C.

On the petition presented to us by Messieurs the Ecclesiastics of the Seminary of St. Sulpice, established at Montreal, in which they represent that it would be to the advantage of the Indian Mission of Sault au Recollet, in the Island of Montreal, which is under their care, if the said Mission was permanently established above the Island of Montreal on the lands lying on the north-west side of the Lake of Two Mountains, which said Mission would be advantageous not only for the conversion of the Indians, who being at a greater distance from the city, would thus have no opportunity of falling into intemperance, but also to the colony, as by this means it would be protected from the incursions of the Iroquois, in time of war, praying us to grant them for the said Mission a tract of land of the extent of three leagues and a half of frontage, commencing at a brook which falls into the Great Bay of the Lake of Two Mountains, and ascending along the said lake and the River St. Lawrence, by three leagues in depth, under the title of fief, with the right of superior, mean and inferior jurisdiction, with the privilege of hunting and fishing as well within the said tract of land as upon the said lake and River St. Lawrence, offering for the same to bear themselves all the expense which may be incurred in the transfer of the said Mission as well as to cause a stone church and fort to be built on the place where the said Mission will be transferred, in consideration of which,

We, in virtue of the powers to us jointly entrusted by His Majesty have given and ceded and by these presents do give and cede to the Sieurs Ecclesiastics of the Seminary of St. Sulpice established at Montreal, a tract of land of an extent of three leagues and a-half of frontage beginning at a brook which runs into the Great Bay of the Lake of Two Mountains and ascending along the said Lake of Two Mountains and the River St. Lawrence, by three leagues in depth, to enjoy the said Sieurs Ecclesiastics, their successors and assigns for ever, *even if the said Mission be taken away from thence*, in full property under the title of fief and seignior, with the right of superior, mean and inferior jurisdiction, with the privilege of hunting and fishing as well within as opposite the said Mission, on the said lake and River St. Lawrence, on the condition that they shall bear the whole expense necessary for the removal of the said Mission and also cause a church and fort to be built there of stone at their own cost, for the security of the Indians according to the plans thereof which shall be by them handed over immediately to be by us seen and approved, and

the said works to be terminated within a space of two years, subject also to the condition of fealty and homage (*foi et hommage*) which the said Sieurs Ecclesiastics of the Seminary, their successors and assigns shall be held to perform at the Castle of St. Lewis in Quebec and which they shall hold under the customary duties and dues and agreeably to the custom of the Prevotship and Vicompty of Paris followed in this country and that the appeals from the decisions of the Judge who may be established at the said place, shall lie before the Judges of the Royal Jurisdiction of Montreal, that they shall keep and cause to be kept house and home (*feu et lieu*) on the said concession, that they shall preserve their oak timber fit for ship-building which may be found upon the land which the said Ecclesiastics shall have set aside for their principal Manor house, and that they shall also stipulate the reserve of such oak timber within the extent of the private concessions made or to be made to their tenants, which said oak timber His Majesty shall be free to take, as well as the said land, or any part thereof, without being held to pay any indemnity, also that they shall give notice to the King or to the Governors or Intendants of this country, of the mines, ores, or minerals, if any be found within the limits of the said fief, and leave the necessary road, ways, and passages, that they shall concede the said uncleared lands under the simple title of a rent of twenty sols and a Capon for each and every arpent of land in front by forty arpents in depth and six *deniers* of *cens* and that there shall not be inserted in the said Concessions any sum of money or any other charge than that of the simple title of rent, according to the intentions of His Majesty, from whom they shall be held to obtain the ratification of these presents within a year of its date, failing this, this concession to be null.

IN TESTIMONY WHEREOF, we have hereunto put our hands and affixed our seal-at-arms and have had the same countersigned by our Secretaries.

Done at Quebec this seventeenth day of October, 1717.

Signed: Vaudreuil Begon, and below by their Lordships de L'Etasge and Barbel.

(True Copy.)

BEGON.

(Translation.)

LOUIS, by the Grace of God, King of France and of Navarre, to all to whom these Presents shall come,—GREETING:

Our dear and Well-Beloved, the Ecclesiastics of the Company of Jesus residing in la Nouvelle France, having very respectfully caused to be represented to us, that the lands of the Prairie de la Magdelaine, which have been conceded to them, are too swampy to be cultivated and procure them the means to support the Iroquois who are established there, and as it is to be feared that they might withdraw therefrom, were we not pleased to grant them the land called the Sault, containing two leagues of frontage, beginning at a point opposite the Rapids of St. Louis, ascending along the lake in similar depth, also two Islands, Islets and the Beach, lying opposite and adjoining the lands of the said Prairie de la Magdelaine, which enable them not only to hold back the Iroquois, but also to augment their number and propagate more extensively the faith and the gospel.

Therefore, desirous of contributing to the conversion and instruction of the said Iroquois and to act favourably towards the said Petitioners, We have given them and we do give them by these Presents, to which we have affixed our sign Manual, the said piece of land called the Sault, containing two leagues of frontage, commencing at a point opposite the St. Louis Rapids, ascending along the lake in similar depth, with two Islands and Islets and the beach lying opposite and adjoining the lands of the said Prairie de la Magdelaine, on the condition that the said tract of land called the Sault will revert to us all cleared, when the said Iroquois will leave it. Granting permission to all those whoever it may please to do so, to convey rings, knives or any other kind of pedlar's ware, forbidding and prohibiting the French who may reside with the Iroquois or any other Indian Nation, and who may

establish themselves on the said tract of land, called the Sault, to have any cattle, or establish any inn in the village, which the Iroquois may erect on the said tract of land.

We hereby order our loved and loyal Conseil Souverain of Quebec, and to all our other officers of justice, whom these Our Presents, Letters of Grant, or of Concession may concern, to have the same read and registered and the contents of which the said Petitioners to be made to enjoy and make use of, free of all troubles or hindrances which may at present or hereafter exist to the contrary, for such is our pleasure.

In Testimony Whereof we have caused our Seal to be hereunto affixed.

Given at Fontainebleau this twenty-ninth day of May, in the year of Grace one thousand six hundred and eighty, and in the thirty-eighth of Our Reign, signed Louis by the King Colbert.

This day the above Letters Patent have been registered at the Greffe Souverain of Quebec according to its decree of this day's date, to enjoy and make use of the said Grantees of the contents therein mentioned at Quebec the 24th October, 1680, signed Peuvret.

(Translation.)

Louis de Buade, Count de Frontenac, King's Councillor in His Councils, Governor and Lieutenant Governor for His Majesty in Canada, Acadia and New Foundland and Jacques Duchesneau, Knight, also King's Councillor in His Councils, Comptroller of Justice, Police and Finance, in the said country, on the representation to Us made by the Reverend Fathers of the Company of Jesus, that His Majesty having by his Letters Patent of the 29th May, 1680, recorded in the Conseil Souverain of Quebec the 29th October following, granted to them a tract of Land called the Sault, containing two leagues of frontage beginning at a point opposite the Rapids of St. Louis, ascending along the Lake in similar depth, with two Islands, Islets, and the beach, lying opposite and adjoining the lands of the Prairie de la Magdelaine, for the reasons mentioned in the said Letters Patent, and on the conditions therein written, they request us to be pleased to grant them a remainder of land of a league and a half or thereabouts, in length, starting from the said tract of land called the Sault, ascending the Lake towards the Seigniorship of Chateauguay, by two leagues and a half in depth which would better enable them to entice thither the Iroquois and other Indians and to augment their number, and by this means to spread the light of the Gospel.

We in virtue of the powers jointly entrusted to us by His Majesty and to further facilitate to the said Reverend Fathers the means of continuing the care they have for such a long time bestowed, and with so much zeal upon the Iroquois and other Indians, for their conversion and instruction, have given, conceded and granted, and by these presents do give, concede, and grant to them the said remainder of land of about one league and a half in length, to start from the said tract of land called the Sault, and running towards the Seigniorship of Chateauguay, by two leagues in depth, to enjoy the said Reverend Fathers, on the same charges and conditions contained in the said Letters Patent of His Majesty, ratification of these presents to be obtained from His Majesty within a year from this date.

In Testimony Whereof We have signed these presents and have caused Our Seals at Arms to be thereunto affixed.

Given at Quebec the 31st October, 1680, (Sig'd) FRONTENAC DUCHESNEAU.

I do hereby certify the foregoing to be true copy of the Originals as on Record in the Office of Enrollments at Quebec in a French Register intitled 'Cahiers d'Intendance & Concessions en fief,' Nos. 2 to 9, folio 122, &c.

GEO. POWNALL,
Sec. & Reg. of Records.

No. 5.

UPPER CANADA.

To all to whom these presents may come,—GREETING :

Whereas the Chiefs, Warriors and people of the Chippeway tribe or Nation of Indians, being desirous, for certain considerations hereinafter shown, of selling and disposing of a certain tract of land lying near the Lake Huron or butting and bounding thereon, called the Harbour of Penetangushene, to His Britannic Majesty King George the Third Our Great Father: Now know ye that We the Chiefs, Warriors and People of the Chippeway tribe or Nation for and in consideration of one hundred and one pounds, Quebec Currency to us paid or in value given, the receipt whereof we hereby acknowledge to have given, granted, sold, disposed of and confirmed, and by these presents do give, grant, sell, dispose of and confirm for ever unto His Britannic Majesty King George the Third, all that tract or space containing land and water, or parcel of ground covered with water, be the same land or water or both lying and being near or upon the Lake Huron, called Penetangushene, and butted and bounded as follows:—Beginning at the head or South-Westernmost angle of a bay situated above certain French ruins, now lying on the east side of a small strait leading from the said Bay into a larger Bay called Gloucester or Sturgeon Bay; the head or South-Westernmost angle of the said bay being called by the Indians Opetiguoyawsing; thence North 70° West to a bay of Lake Huron, called by the Indians Nottoway Sague Bay; thence following the shores of Lake Huron, according to the different courses and windings of the said Nottoway Sague Bay—Penetangushene Harbour and Gloucester or Sturgeon Bay, sometimes called also Matchedash—to the place of beginning: containing all the land to the Northward of the said line running North 70° West and lying between it and the waters of Lake Huron, *together with the Islands* in the said Harbour of Penetangushene.

To have and to hold the said parcel or tract of land, together with all the Woods and Waters thereon lying and being unto His said Majesty King George the Third, His heirs and successors forever, free and clear of all claims, rights, privileges and emoluments, which we, the said Chiefs, Warriors, &c., &c., and people of the said Chippeway tribe or nation might have before the execution of these presents: And free and clear of any pretended which our children, descendants or posterity may hereafter make to the same: Hereby renouncing and forever absolving ourselves and our children, descendants and posterity of all title to the soil, woods and waters of the above described parcel or tract of land in favour of His said Britannic Majesty, His heirs and successors forever.

IN WITNESS WHEREOF, we have for ourselves and the rest of our tribe or nation hereunto set our marks, signatures and seals this Twenty-second day of May and in the thirty-eighth year of the reign of our Great Father King George the Third: at York, in the Province aforesaid, having first heard this instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation. In the presence :

WILL. WILLCOCKS,
*Commissioner on behalf of the
Province.*

ALEX. BURNS,
*Commisisoner on behalf of the
Province.*

SAM. SMITH, *Major.*

J. S. RANGERS.

ARTHUR HOLDEN BROOKING, *Lt. 2nd Regt.*

JOHN MCGILL, *Adj. 2nd Regt.*

J. GIVINS, *Agent of Indians.*

W. JOHNSON CHEW, *Indian Department.*

GEO. COWN, *I.D.*

W. CLAUS,
*Superintendent Indian Affairs,
on behalf of the Crown* [L.S.]

CHABONDASHEA, [L.S.] (totem).

AASANCE, [L.S.] (totem).

WABENENGUAN, [L.S.] (totem).

NINGAWSON, [L.S.] (totem).

OMASSANAHSQUTAWAH, [L.S.] (totem)

To this Instrument is also annexed a plan of the lands and Harbour purchased, and a Schedule of the goods given in purchase of the same.

WILL. WILLCOCKS, <i>Commissioner on behalf of the Province.</i>	W. CLAUS, <i>Supt. Indian Affairs, on behalf of the Crown.</i> [L.S.]
ALEX. BURNS, <i>Commissioner on behalf of the Province.</i>	CHABONDASHEAM, (totem.) [L.S.] (totem).
SAM. SMITH, <i>Major.</i>	WABENINGUAN, [L.S.] (totem).
J. S. RANGERS,	NINGAWSON, [L.S.] (totem).
ARTHUR HOLDEN BROOKING, <i>Lieut. 2nd Rt.</i>	OMASSANAHSQUTAWAH, [L.S.] (totem).
JOHN MCGILL, <i>Adj. 2nd Rt.</i>	
J. GIVINS, <i>Agent of Indians.</i>	
W. JOHNSON CHEW, <i>Indian Department.</i>	
GEO. COWN, <i>I. D.</i>	
D. V. SMITH, <i>Acting Superintendent General.</i>	

This is schedule of the articles given to the Chippeway Nation of Indians by way of purchase or as an equivalent for their conveyance in fee of the harbour of Penetanguishene and the adjacent lands made at the time of the delivery of the same being the twenty-second day of May, 1798.

We do hereby certify that the following goods were delivered in our presence to the Chippeway Nation, subscribers to the within deed, being the consideration therein mentioned as sent from the General Store by order of the Commander-in-Chief.

	£	s.	d.
20 pair of blankets of 2½ pts., at 16s. 6d.	6	10	0
25 pair of blankets 2 " 12s.	15	0	0
17 pair of blankets 1½ " 9s 9d.	8	5	9
4 pieces of blue Strouds, 84 yds., 17s. per piece.	23	8	0
44 pounds brass kettles, at 2s. 4½d.	5	4	6
4 pieces of calico, 18½ yds. each, is 74 yds., at 55s. 6d. p. p.	11	2	0
3 pieces of Irish linen, 25 yds. ea., is 75 yds., 75s. pr. p.	11	5	0
3 pieces of Calamancoe, 30 yds. ea., is 90 yds., at 54s. 9d. p. p.	8	4	3
9 doz. butcher's knives, at 4s. 6d.	2	0	6
	101	0	0

amounting in the whole to one hundred and one pounds Quebec currency.

WILL. WILLCOCKS,
Commissioner on behalf of the Province.
ALEX. BURNS,
Commr. on behalf of the Province.
SAM. SMITH, *Major.*
J. S. RANGERS.
ARTHUR HOLDEN BROOKING,
Lieut. 2nd Regt.
JOHN MCGILL,
Adj. 2nd Regt.

We the undersigned Chiefs of the Chippeway Nation, do in behalf of ourselves and of our Nation, relinquish and cede to the King of Great Britain the lands described in the plan subjoined, bounded by a line to be drawn from the head of Opetiqua-

Part of Lake Huron

Interway Singue Bay

Penetanguishene

Prince William Henry Island

Island Gloucester
Sault or Sturgeon Bay

East 20° South

Opotquayausing



Sketch of the Indian Purchase at Penetanguishene

Scale of Miles



Signatures

W. Johnson & Co.

Witnesses

1st

Givens
Lth 2^d 2^d

Geedown

Witnesses on behalf of
the Province of Upper Canada

W. H. Allen & Co.

W. Johnson & Co.

W. Kuper & Co.

Chabondashcam



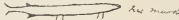
Freewaycamothushcam

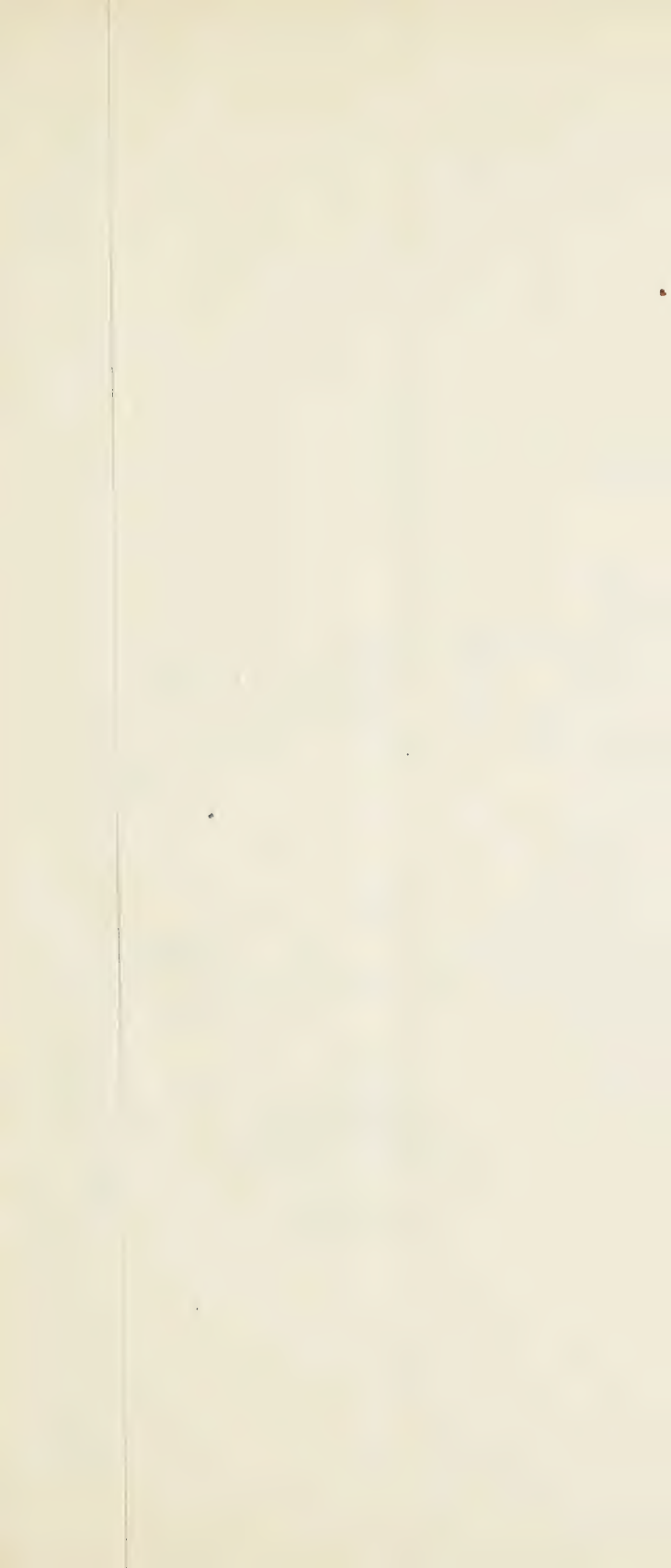


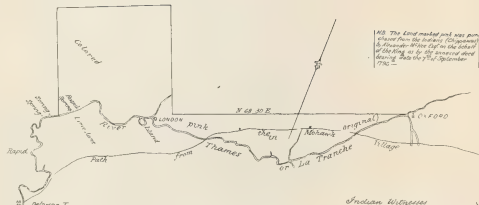
Mingacum



Mabeenenguan







Present at the signing heret
 Signed
 Richard Bellard } Commissioner on behalf of the
 Thos. Smith } Province of Upper Canada.
 17th Sept 1812
 A. Fiddell D. C. W. B.
 John Martin
 J. Selby A. L. A.

(Signed)
 A. M. H. Esq. & A. L. & J. H.

Charlesvonne
 Nicola Lusselle } Interpreters
 Jaque X. Miller
 David Test



(Signed) Wason

Witnesses
 Ryshiky
 Annanance
 Mawance
 Range
 Rigg
 Wapenousa
 Atchymugne
 Kaurawagade
 Tecomogadon
 Kaurike
 Gauricommawane

passing to Nottoway Sague Bay, including the harbour of Penetangushene, running west twenty degrees north or thereabouts and coloured red. Provided that goods to the amount of one hundred pounds Quebec currency shall be given to us at the time of the officers of the King of Great Britain or any of His subjects taking possession thereof or *bonâ fide* as near as may be practicable to such an event, when we promise for ourselves and for our Nation to ratify the cession aforesaid, by a due and regular deed of conveyance.

Done at York, in the Province of Upper Canada, this nineteenth day of May, one thousand seven hundred and ninety-five.

Witnesses :

J. GIVINS,
Lieut. 2nd Regt.

GEO. COWN.

Witnesses on the part of the Province
of Upper Canada :

ALEX. AIKEN, *D. Sy'r. U.C.*

W. JOHNSON CHEW.

W. KUPER, *I. D.*

CHABONDASHEAM, (totem).
KUWAYCAMEKSHCAM (totem).

NINGASAM, (totem).
WABUNINGUAN, (totem).

No. 6.

UPPER CANADA.

To all to whom these presents may come, GREETING.

WHEREAS, we the principal Chiefs, Warriors and People of the Cheppewa Nation of Indians being desirous for a certain consideration hereinafter mentioned of selling and disposing of a certain parcel or tract of land situate and lying on the north side of the River Thames or River La Tranche and known in the Indian name by Escumnisepe unto His Britannic Majesty King George the Third our great Father.

Now KNOW YE, that we the said principal Chiefs, Warriors and People of the Chippewa Nation for and in consideration of the sum of twelve hundred pounds Quebec currency value in goods estimated according to the Montreal price now delivered to us, the receipt whereof we hereby acknowledge, have given, granted, sold, disposed of and confirmed, and by these presents do give, grant, sell, dispose of and confirm forever unto Alexander McKee, Esquire, Deputy Superintendent General and Deputy Inspector General of Indians and of their affairs on behalf of His said Britannic Majesty King George the Third His heirs and successors, all that parcel or tract of land situate and lying on the north side of the River Thames as aforesaid, beginning at a certain station on the north bank of the said river about nineteen miles above the Deleware Village, following the windings of the said river, and about twelve miles distant from the said village in a direct northerly course, being about two miles above a limestone rock and spring on the said river, which station will be more perfectly found by a line run from the main or lower fork at London six miles on a course south, sixty-eight degrees thirty minutes west by the magnet; thence north or place of beginning as aforesaid; from thence north, twenty-one degrees thirty minutes west till it intersects the said River Thames, which intersection is the station or place of beginning as aforesaid; from thence north, twenty-one degrees thirty minutes west twelve miles; thence north sixty-eight degrees thirty minutes east twelve miles; thence south twenty-one degrees thirty minutes east till it intersects a right line running from the upper forks of the said river at Oxford to the main or lower forks of the said river at London; thence along the said line to the said upper forks on a course north sixty-eight degrees thirty minutes east; thence down the said River Thames, following the several windings and courses with the stream to the place of beginning. To have and to hold the said parcel or tract of land together with all the woods and waters thereon situate, lying and being unto the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty King George the Third His

heirs and successors for ever free and clear of and from all claims, rights, privileges or emoluments which we the said Chiefs, Warriors and People of the said Chippawa Nation might have before the execution of these presents, and free and clear of any pretended claim which our children or descendants may hereafter make to the same, hereby renouncing and forever absolving ourselves, our children, descendants and posterity of all title to the said parcel or tract of land, the soil, woods and waters thereof, in favour of the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF we have for ourselves and the rest of our Nation hereunto set our respective marks and seals this seventh day of September, in the thirty-sixth year of the reign of King George the Third, having first heard this instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation. And in the year of our Lord one thousand seven hundred and ninety-six.

Present at the execution and delivery
of this instrument, and witnesses
thereto :

A. McKEE, D.S.G.D.I.G.I.A., *on behalf*
of His Majesty, [L.S.]

RICHARD POLLARD, } *Coms. on behalf*
THOS. SMITH, } *of the Prov. of*
 } *Upper Canada.*

T. McKEE, *Supt. N.W.D.*

A. IREDELL, *D.S.W.D.*

JOHN MARTIN.

G. SELBY, *A.S.I.A*

CHARLEVEAUME, }

NICOLA LASILLE, }

JAQUE X PELTIER, }

DAVID TAIT. }

Interpreters.

CAMCOMMENANIA, (totem) [L.S.]

NEGIG, (totem) [L.S.]

WAPENOUSA, (totem) [L.S.]

KITCHYMUGHQUA, (totem) [L.S.]

NAWACISSYNABE, (totem) [L.S.]

TICOMEGASSON, (totem) [L.S.]

KIASHKE, (totem) [L.S.]

WASSON, (totem) [L.S.]

WITTANESS, (totem) [L.S.]

PEYSHIKY, (totem) [L.S.]

ANNAMAKANCE, (totem) [L.S.]

MACOUNCE, (totem) [L.S.]

NANGEE, (totem) [L.S.]

Indian Witnesses:

SHIMINDOCK, *Chief of the Ottawas.*
(totem)

NEGIG, Chief do (totem)

MITCHEWASS, do (totem)

We do certify that the following goods were delivered in our presence to the Chippawa Nation, subscribers to the within deed, being the consideration therein mentioned as sent from the General Indian Store by order of the Commander in Chief.

Blankets....	{	3 points.....	120 blankets.
		2½ do	290 do
		2 do	250 do
		1½ do	368 do
		1 do	290 do
Cloth, broad....		5 pieces.....	91¾ yards.
do livery.....		.....	16 do
Cadis.....		3 pieces.....	120½ do
Calico.....		13 do and 2 yards..	236 do
Combs, ivory....		.....	120
do horn.....		.....	180
Callimanco.....		4 pieces and 8 yards....	120 yards.
Embossed serge....		8 pieces.....	247 do
		and	13 do
Fish hooks....		.....	1,440
Flints.....		.....	1,440

Fire steels.....	124	
Guns, Chiefs.....	15	
Gunpowder.....	278	Pounds.....
Handkerchiefs.....	12	Black silk.....
do.....	21	Crimson barred.....
Hoes.....	67	Carolina.....
Hats.....	24	Laced.....
do.....	40	Plain.....
Knives.....	400	Butchers.....
do.....	72	Pen.....
	200	Brass, pounds.....
	73	Copper, pounds.....
	60	Tin, number.....
Kettles.....	500	Irish, 20 pieces.....
	120	
Linen.....	300	10 pieces.....
Looking glasses.....	3,456	Tobacco.....
Moltons.....	144	
Pipes.....	11	
Riband.....	525	15 pieces.....
Rifles.....	2,100	Pounds.....
Strouds.....	72	Pairs.....
Shot and ball.....	32	Pounds.....
Scissors.....	54	Red leather gilt.....
Thread.....	465	Pounds.....
Trunks.....	80	Pounds.....
Tobacco.....		
Vermillion.....		

A bullock furnished by the D. Commissary, value } £12 10 0
Rum do by do Quebec curry. } 11 15 0
Amounting in the whole to twelve hundred pounds Quebec Currency.

RICHD. POLLARD, } *Commissioners on behalf of*
THOS. SMITH, } *the Province of Upper Canada.*
T. MCKEE, *Supt. N.W.D.,*
A. IREDELL, *D.S.W.D.,*
JOHN MARTIN,
G. SELBY, *A.S.I.A.,*
CHARLEVEAUME, } *Interpreters.*
JAQUE X PELTIER,
NICOLA LASILLE,
DAVID TAIT,

Entered in the Register, for the County of Kent, Letter B., Fol. 4, the twenty second day of October, 1796, at ten o'clock in the forenoon.

RICHARD POLLARD,
Register.

No. 7.

UPPER CANADA.

To all to whom these presents may come,—GREETING:

Whereas we the Principal Chiefs, Warriors and people of the Chippawa Nation of Indians being desirous for a certain consideration hereafter shewn of selling and disposing of a certain parcel or tract of land lying on and near to the river called Chenail Ecarté unto His Britannic Majesty King George the Third, our Great Father. Now know ye, that we the said Principal Chiefs, Warriors and people of the Chippawa Nation for and in consideration of the sum of eight hundred pounds Quebec currency value in goods estimated according to the Montreal price now delivered to us, the receipt whereof we hereby acknowledge, have given, granted,

sold, disposed of and confirmed and by these presents do give, grant, sell, dispose of and confirm for ever unto Alexander McKee, Esquire, Deputy Superintendent General and Deputy Inspector General of Indians and of their affairs, for and on behalf of His said Britannic Majesty King George the Third, His heirs and successors, all that parcel or tract of land lying on and near to the said River (Chenail Ecarté, which river is known in the Indian names as follows (that is to say) from the River St. Clair to the first fork on the south side Pakeitchewanse and from the said fork on the north side Wapissajunkissycawpowa, beginning at the said first fork where the Ottawa Village now stands and where the east line of the lands purchased of us and other Indian Nations by the Crown in the year one thousand seven hundred and ninety commences and following the several windings of the said river up the stream to the River St. Clair; thence up the said River St. Clair following the several windings thereof to a hickory tree marked with a broad arrow, fifty links above a small run being twelve miles and a half on a direct north course from the said fork; thence east nine hundred and twenty three Gunter's chains; thence south until it intersects the east line of the said land purchased as aforesaid, in the year one thousand seven hundred and ninety; thence west following the said east line to the said fork, being the place of beginning.

To have and to hold the said parcel or tract of land, together with all the woods and waters thereon situate, lying and being unto the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, King George the Third, His heirs and successors forever, free and clear of and from all claims, rights, privileges and emoluments which we the said Chiefs, Warriors and people of the Chippawa Nation might have before the execution of these presents, and free and clear of any pretended claims which our children or descendants may hereafter make to the same, hereby renouncing and forever absolving ourselves, our children, descendants and posterity of all title to the said parcel or tract of land, the soil, woods and waters thereof, in favour of the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, His heirs and successors forever. In witness whereof we have for ourselves and the rest of our Nation hereunto set our marks and seals this seventh day of September, in the thirty-sixth year of the reign of King George the third and in the year of our Lord one thousand seven hundred and ninety-six, having first heard this Instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

Present at the execution and delivery
of this instrument and witnesses
thereto.

A. McKEE, D.S.D.G.I.G.I.A.,
on behalf of His Majesty.

RICHD. POLLARD, } *Commissioners on behalf of the*

THOS. SMITH, } *Province of Upper Canada.*

T. McKEE, *Supt. N.W.D.,*

JOHN MARTIN,

G. SELBY, *A.S.I.A.,*

CHARLEVEAUME,

NICOLA LASILLE,

his

JACQUE x PELTIER,
mark.

} *Interpreters.*

NEGIG, (totem) [L.S.]

WAPENOUSA, (totem) [L.S.]

KITCHEMUGHQUA, (totem) [L.S.]

NAWACISSYNABE, (totem) [L.S.]

TICOMEGASSON, (totem) [L.S.]

KIASHKE, (totem) [L.S.]

WASSON, (totem) [L.S.]

WITTANESS, (totem) [L.S.]

PEYSHIKY, (totem) [L.S.]

ANNAMAKANCE, (totem) [L.S.]

MACOUNCE, (totem) [L.S.]

NANGEE, (totem) [L.S.]

CAMCOMMENANIN, (totem) [L.S.]

Indian Witnesses:

SHEMMENDOCK, *Chief of the Ottawas*

(totem)

NEGIG, *Chief of the Ottawas* (totem)

MITCHEWAS, *Chief of the Ottawas* (totem)

We do certify that the following goods were delivered in our presence to the Chippawa Nation subscribers to the within Deed being the consideration therein mentioned as sent from the General Indian Store by order of the Commander in Chief.

Entered in the Register for the County of Kent, Letter B, Fol. 7, on the twenty-second day of October, 1796, at Eleven o'clock in the forenoon.

RICHARD POLLARD,
Register.

No. 8.

To all to whom these Presents may come, GREETING :

WHEREAS we the Principal Chiefs, Warriors, and People of the Mississague Nation of Indians being desirous for a certain consideration hereinafter mentioned of selling and disposing of a certain parcel or tract of Land, situate, lying and being at the head of Lake Ontario (as surveyed by Mr. Augustus Jones, Deputy Provincial Surveyor) unto His Britannic Majesty King George the Third, our Great Father. Now, know ye, that we the said Principal Chiefs, Warriors and People of the Mississague Nation for and in consideration of the sum of seventy-five pounds two shillings and sixpence, Quebec currency, value in goods estimated according to the Montreal price, now delivered to us, the receipt whereof we hereby acknowledge, Have given, granted, sold, disposed of and confirmed and by these presents do give, grant, sell, dispose of and confirm forever, unto William Claus, Esq., Superintendent of Indian Affairs, on behalf of his said Britannic Majesty King George the Third, his heirs and successors all that parcel or tract of land situate and lying as aforesaid. Beginning on the North Bank of Burlington Bay the limit between the lands heretofore purchased from the Mississagues and the lands intended to be purchased from the Mississagues for Capt. Joseph Brant, that being the south-eastern angle of the Township of Flamborough East, then north forty-five degrees west along the purchase line, two hundred and eighty-eight chains more or less; then north forty-five degrees east one hundred and twenty chains; then south forty-five degrees east to the mouth of a small creek (which empties itself into Lake Ontario) called by the Indians Lamabinicon; then westerly along the shore of Lake Ontario to where the Sandy Beach (otherwise called the north neck) joins to the mainland; then along the eastern shore of the said Beach to the outlet from the Little Lake or Burlington Bay as aforesaid; and then north forty-five degrees west to the place of beginning, containing three thousand four hundred and fifty acres, may there be more or less. To have and to hold the said parcel or tract of land together with all the woods and waters thereon situate lying and being to the said William Claus, Esq., Superintendent of Indian Affairs, for and on behalf of His said Britannic Majesty King George the Third, His heirs and successors forever, free and clear of and from all claims, rights, privileges or emoluments which we the said Chiefs, Warriors, and people of the Mississague Nation might have before the execution of these presents and free and clear of any pretended claim which our children or descendants may hereafter make to the same. Hereby renouncing and forever absolving ourselves, our children, descendants and posterity of all title to the said parcel or tract of land, the soil, woods and waters thereof in favour of the said William Claus, Esq., Superintendent of Indian Affairs, for and on behalf of His said Britannic Majesty, His heirs and successors forever.

In Witness Whereof we have for ourselves and the rest of our nation, hereunto set our respective marks and seals this twenty-first day of August in the thirty-seventh year of the reign of King George the third. Having first heard this instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation, and in the year of our Lord one thousand seven hundred and ninety-seven.

Present at the execution and delivery of this) W. CLAUS, *Sup^t. I.A., on behalf of*
instrument and Witnesses thereto, { *the Crown* [L.S.]

ROBT. NELLES, } *Commissioners on behalf of the*
GEORGE CHISHOLM, } *Province of Upper Canada.*



Signed

W Claus Lieut J.R. on behalf of the Crown
 Robt Belles } Commissioners in the part of the
 George Chisholm } Province of Upper Canada.

Howard Douglas L.R. H.

John Bronhead Lieut 24th Regt

W. Winson Esq. Ind. Dept

J. B. Rousseau Esq.

Umanis.

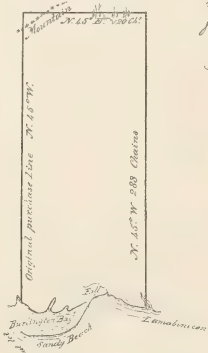
Quanitbenon

Potagyan

Okematenade

Sabanon

Nabanosch



Lake Ontario

HOWARD DOUGLAS, <i>Lt. R.A.</i>	}	WABANIP (totem)	[L.S.]
JOHN BRONHEAD, <i>Lieut. 24th Regt.</i>		QUANIBBENON (totem)	[L.S.]
W. JOHNSON CHEW, <i>Indn. Dept.</i>		POTAQUAN (totem)	[L.S.]
J. B. ROUSSEAU, <i>D.R.</i>		OKEMABENASSE (totem)	[L.S.]
		WABANOSEH (totem)	[L.S.]
		TABANDON (totem)	[L.S.]

We do hereby certify that the following goods were delivered in our presence to the Mississague Nation subscribers to the within Deed being the consideration therein mentioned, as sent from the General Indian Store by order of the Commander in Chief, viz.:

Blankets of 2 points, Thirty-two at 12s per pair...	9	12	0
do 1½ do Twenty-two at 9s. 9d. per pair..	5	7	3
do 2½ do Thirty-six at 16s. 6d. do ..	14	17	0
Two Pieces Blue Strouds containing Forty-one and three quarter yards at 97s. 6d. per piece.....	14	10	0
Two Pieces Black Strouds containing Forty and three quarter yards at 97s. 6d. per piece.....			
Three Pieces Linen 25 yards each is seventy five yards at 53s. 4d. per piece.....	8	0	0
Five Pieces Calico 18 yards each is ninety yards at 42s. per piece.....	10	10	0
Nine dozen Butchers Knives at 4s. per dozen..	2	0	6
Forty seven pounds of Brass Kettles at 2s. 3d....	5	5	9
Quebec Currency.....	£75	2	6

Amounting in the whole to seventy-five pounds two shillings and six pence Quebec Currency.

ROBERT NELLES, } *Commissioners on the part of the*
 GEORGE CHISHOLM, { *Province of Upper Canada*
 HOWARD DOUGLAS, *Lt. R.A.*
 JOHN BRONHEAD, *Lt. 24th Regt.*

No. 9.

To His Honor Peter Russell, President and Administering the Government of His Majesty's Province of Upper Canada, &c., &c., &c.

I, Captain Joseph Brant, Thayendanegea Sachem and Chief Warrior of the five Nations settled by His Majesty's authority upon the Ouse or Grand River, in the said Province. These my several requests to His Honor the said Peter Russell as His Majesty's representative in the said Province present.

Whereas it pleased His said Majesty by a certain Instrument under the hand and seal at arms of Sir Frederick Haldimand some time since His Majesty's Captain General, and Governor in Chief of the Province of Quebec, and Territories (now the Province of Upper and Lower Canada), dated at Quebec, the twenty-fifth day of October, and in the twenty-fifth year of His said Majesty's Reign, to authorize and permit the Mohawk and other of the Six Nations as might desire so to do to take possession of and settle on the banks of the said River which said Instrument follows in these words. To wit, "[L.S.] Frederick Haldimand Captain General and Governor "in Chief of the Province of Quebec and Territories depending thereon, &c., &c., &c. "General and Commander in Chief of His Majesty's Forces in said Province, and the "frontiers thereof, &c., &c., &c."

"Whereas His Majesty having been pleased to direct, that in consideration of "the early attachment to his cause manifested by the Mohawk Indians and of the "loss of their settlement which they thereby sustained, that a convenient Tract of "Land under His protection should be chosen as a safe and comfortable retreat for

"them, and others of the Six Nations who have either lost their settlements within the territory of the American States, or wish to retire from them to the British."

"I have at the earnest desire of many of them His Majesty's faithful allies purchased a tract of land from the Indians situated between the Lakes Ontario and Erie and I do hereby in His Majesty's name authorize each and every of the said Mohawk Nation and such others of the Six Nation Indians as wish to settle in that quarter, to take possession of and settle upon the banks of the river commonly called Ouse or Grand River running into Lake Erie allotting to them for that purpose six miles deep from each side of the said river, beginning at Lake Erie, and extending in that proportion to the head of the said river: which them and their posterity are to enjoy for ever. Given under my hand and seal at arms at the Castle of St. Louis, this twenty-fifth day of October, one thousand seven hundred and eighty-four and in the twenty-fifth year of the Reign of our Sovereign Lord, George the Third by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth; (signed) 'Frederick Haldimand.' By His Excellency's [L.S.], command (witnessed) R. Mathew."

And whereas, by the settling of the lands near to and round about the said river by His Majesty's subjects, the hunting grounds now scarcely afford the said Nations the means of support, and are likely to be more contracted by an increase of people; and whereas, the said Mohawks and others of the Six Nations being well assured of His Majesty's benevolent intentions towards them and their posterity, and having all opportunity of obtaining by way of annuity a more certain and permanent means of support by a sale of such parts of the said lands as are now as hunting grounds entirely useless. And whereas, the Sachems and Chief Warriors of the said Mohawk, Oghquaga, Seneka, Onandaga and Cayuga Tribes, being those only of the said Six Nations now residing on and claiming the said lands on the said Grand River in virtue of the aforesaid grant or instrument; in full Council assembled at Barton, Burlington Bay, on the second day of November, in the year of Our Lord one thousand seven hundred and ninety-six, for and in behalf of themselves, each and every of their several Nations and their posterity; did give and grant full power and absolute authority to me the said Captain Joseph Brant Thayendanegea to relinquish and surrender to His said Majesty, His Heirs and Successors all and singular their and each of their right, title, interest, property, possession, claim and demand whatsoever, which they or either of them had, might or would have had either in law or equity; of, in, and to certain tracts, pieces or parcels of lands on the said Grand River for the express purpose of the same being regranted to such person or persons as I should for that purpose nominate and likewise to appoint such trustee or trustees in whose names the necessary securities for securing the payment of the several sums of money that may in future become due and owing for the purchase thereof. For this purpose therefore, and for carrying fully into effect the wishes and intentions of the said Nations, I the said Joseph Brant Thayendanegea Sachem and Chief Warrior of the Five (formerly Six) Nations as their Attorney aforesaid duly nominated, constituted and appointed, Do by these presents for and in behalf of the said Nations and their posterity, fully, freely and absolutely surrender, relinquish and quit claim to all and singular the right, title, property, possession and interest, which the said Nations, they or either of them now have, might or could have had to such parts of the said lands as are mentioned and contained in the Schedule hereunto affixed, containing by estimation about three hundred and eighty-one thousand four hundred and eighty acres, which the said Nations now hold of His said Majesty by the authority aforesaid; and I do hereby humbly beseech His said Majesty, that the same may be granted in fee simple to the several persons in quantity as in the said Schedule mentioned.

And I do further beg leave to request that the Honorable David William Smith, Esquire, His Majesty's acting Surveyor-General of this Province, Captain William Claus His said Majesty's Deputy Superintendent of Indian Affairs and Alexander Stewart, Esquire, may meet with Your Honor's approbation as the Trustees in whose

names I wish the necessary securities to be taken for securing to the said Nations, the monies due and arising upon the sale of the said lands they having been in virtue of the authority vested in me expressly nominated and appointed. In Testimony of which said request duly made for myself and in behalf of the said Nations and their posterity, I have hereunto set my hand and affixed my seal at Newark in the Province aforesaid this fifteenth day of January in the year of Our Lord one thousand seven hundred and ninety-eight, and in the thirty-eighth year of his said Majesty's Reign.

Signed, sealed and delivered }
for the purposes aforesaid }
in presence of }

JOS. BRANT THAYENDANEGEA.

[L.S.]

J. McDONELL, *Lt. Col. 2nd Batt. R. C. Vrs. Cqmg., in Upper Canada.*

H. McDONELL, *Captain 2nd Royal Canadians.*

W. CLAUS, *Supt. I. A.*

JAMES DAVIDSON, *Surgeon 2nd Batt. R.C.V.*

ANDREW CAMERON *2nd M'r 2nd Batt. R. C. V.*

W. JOHNSON CHEW.

SCHEDULE TO No. 9

No. 1.—Beginning at the south-west corner of block No. 2; thence running sixteen degrees east, nine hundred and ninety-one chains seventy-two links; north, seventy-seven degrees east, nine hundred and sixty chains; thence north sixteen degrees west, nine hundred and ninety-eight chains fifty-one links to a beech tree; then south seventy-seven west, nine hundred and sixty chains to the place of beginning; sold to Philip Stedman.

No. 2.—Beginning at the north-west corner of block number one, thence running north seventy-seven degrees east nine hundred and sixty chains to a beech tree; thence north sixteen degrees west four hundred and forty-two chains; thence north thirty-eight degrees, thirty minutes west four hundred and sixty-one chains; thence north seven degrees fifteen minutes east two hundred chains; thence south sixty-four degrees thirty minutes west eleven hundred and forty-six chains to a beech tree; thence south thirty-eight degrees thirty minutes east six hundred and ninety-seven chains to a sugar maple tree; thence south sixteen degrees east one hundred and forty-four chains to the place of beginning; sold to Richard Beasely, Esquire, James Wilson and St. John Batiste Rousseau.

No. 3.—Beginning at beech tree on the north-west corner of block number two; thence running north sixty-four degrees thirty minutes east eleven hundred and forty-six chains; thence north seven degrees fifteen minutes east fifty chains; thence north forty-five degrees east two hundred and eight chains and sixty links; thence north forty-five degrees west nine hundred and sixty chains; thence south forty-five degrees west five hundred and twenty-three chains; thence south seven degrees fifteen minutes west one thousand chains to a beech tree to the place of beginning; sold to William Wallace.

No. 4.—Beginning at the south-east corner of block number three; thence running north forty-five degrees east two hundred and ninety-seven chains; thence north forty-five degrees west nine hundred and sixty chains; thence south forty-five degrees west two hundred and ninety-seven chains; thence south forty-five degrees east nine hundred and sixty chains to the place of beginning; sold.

No. 10.

To His Honor Peter Russell, President and administering the Government of His Majesty's Province of Upper Canada :

We, the Chiefs, Warriors and people of the Mohawk or Five Nations settled under His Majesty's authority upon the Ouse or Grand River in the said Province,

these our several and respective bequests to His Honor the said Peter Russell as His Majesty's representative in the said Province by and thro' our Attorney Captain Joseph Brant our brother duly constituted and appointed in and by virtue of the annexed instrument or power of attorney by us for the special purpose made, Present.

WHEREAS it pleased His said Majesty by a certain instrument under the hand and Seal at Arms of Sir Frederick Haldimand, some time His Majesty's Captain General and Governor in Chief of the Province of Quebec and territories (now the Provinces of Upper and Lower Canada) dated at Quebec the twenty-fifth day of October, in the year of Our Lord one thousand seven hundred and eighty-four, and in the twenty-fifth year of His said Majesty's Reign, to authorize and permit us the said Mohawk Nation and others of the Six Nations of Indians as might desire so to do to take possession of and settle on the banks of the said river, which said instrument follows in these words to wit : " Frederick Haldimand, Captain General and Governor in Chief of Quebec and " Territories depending thereon, &c., &c., &c. General and Commander in Chief of His " Majesty's Forces in the said Province, and the Territories thereof, &c., &c., &c. " Whereas His Majesty having been pleased to direct in consideration of the early " attachment to his cause manifested by the Mohawk Indians and of the loss of their " settlement, which they thereby sustained that a convenient tract of land under his " protection should be chosen as a safe and comfortable retreat for them and others of " the Six Nations, who have either lost their settlements within the Territory of the " American States or wish to retire from them to the British ; I have at the desire " of many of these His Majesty's faithful allies purchased a tract of land from the " Indians situated between the Lakes Ontario, Huron and Erie. And I do hereby in " His Majesty's name authorize and permit the said Mohawk Nation, and such other " of the Six Nations Indians as wish to settle in that quarter to take possession of and " settle upon the Banks of the River commonly called Ouse or Grand River, running " into Lake Erie allotting to them for that purpose six miles deep from each side of " the river beginning at Lake Erie and extending in that proportion to the head of the " said river, which them and their posterity are to enjoy for ever. Given under my " hand and seal at arms at the Castle of St. Lewis at Quebec, the 25th day of October, " 1784, and in the 25th year, &c., &c. (Signed) " Frederick Haldimand," (counter-signed) by H. E. Command. R. Mathews."

AND WHEREAS, by the settling of the lands near to and round about the said River by His Majesty's subjects our hunting grounds now scarcely afford us the means of support and are likely to be more and more contracted by an increase of people. And whereas we the said Chiefs, warriors and people of the Mohawk or Five Nations being well assured of His Majesty's benevolent intention towards us and our posterity having now an opportunity of obtaining by way of annuity a more certain and permanent means of support by a sale of such parts of the said lands as are now, as hunting grounds entirely useless, do humbly beseech His said Majesty to permit us to dispose of the same. And for that purpose we the said Chiefs, Warriors and people of the Mohawk or Five Nations are solicitous and desirous of surrendering, relinquishing and quitting claim and by this instrument signed and sealed for himself and for us by our said Attorney do hereby for ourselves and our posterity surrender, relinquish and quit claim to our possession of such parts of the said lands as are mentioned in the schedule to this instrument annexed which we hold of His said Majesty by the authority aforesaid; and do beseech His said Majesty to grant the same in fee to the persons in the said schedule mentioned for the several and respective considerations to the said lands conveyed which we are to receive from the said persons as an equivalent for the same.

In testimony of which said bequest being made by us the said Chiefs, Warriors and people of the Mohawk or Five Nations for us and our posterity, our said attorney Captain Joseph Brant for himself as well as for us and our posterity hath hereunto affixed his hand and seal in virtue of our power aforesaid, this fifth day of

February, in the 38th year of His Majesty's reign, at York, in the Province of Upper Canada.

Signed, sealed and delivered for the purpose therein mentioned in the presence of His Majesty's Executive Council of the Province of Upper Canada.

JOS. BRANT. [L.S.]

Witness:

JOHN SMALL,

Clerk of the Council.

This is a schedule of the names of persons, the respective sums of money paid by them, and of the number of acres surrendered by us the Chiefs, Warriors and people of the Mohawk or Five Nations, as expressed in the instrument hereunto annexed, signed for us and for himself by our attorney Captain Joseph Brant. To which schedule as being made in our names and for us the said Chiefs, Warriors and people of the Mohawk or Five Nations and for our posterity, our said attorney has by our direction and in virtue of our power hereunto affixed his hand and seal.

No. 1.	Prov. Currency.			
Philip Stedman.....	Sold for £8,841 0s. 0d.	On both sides the river..	Containing by estimation	94,305 acres.
No. 2.				
Richard Beasley, Esq.....	Sold for £8,887 0s. 0d.	On both sides the river..	Containing by estimation	94,012 acres.
James Wilson and St. John				
Batiste Rousseau.....				
No. 3.				
William Wallace	Sold for £16,364 0s. 0d.	On both sides the river..	Containing by estimation	86,078 acres.
No. 4.	Sold for	On both sides the river..	Containing by estimation	28,512 acres.
William Jarvis, Esq.....	Sold for £5,675 0s. 0d.	On east side near mouth..	Containing by estimation	30,800 acres.
Given originally to John	£5,000.....	On the east side and ad-	Containing by estimation	19,000 acres.
Dalhssder, by him sold for				
the benefit of his Indian		joining Wm. Jarvis, Esq.		
children to Benjamin Canly				

JOS. BRANT. [L.S.]

YORK, 5th February, 1798. }

Signed in Council. }

Witness

JOHN SMALL,

Clerk of the Council..

No. 11.

UPPER CANADA.

To all to whom these presents may come, GREETING :

WHEREAS, we the Principal Chiefs, Warriors and people of the Chippewa Nation of Indians being desirous for a certain consideration hereafter shewn of selling and disposing of a certain Island known by the name of the Island of St. Joseph and also by the name of Cariboux Island and in the Chippewa language by the name of Payentanassin, situate, lying and being in that strait which joins the Lakes Superior and Huron and is by estimation one hundred and twenty miles in circumference, be the same more or less unto His Britannic Majesty King George the Third our Great Father.

NOW KNOW YE that we the said Principal Chiefs, Warriors and people of the Chippewa Nation for and in consideration of the sum of twelve hundred pounds Quebec currency value in goods estimated according to the Montreal price now delivered to us, the receipt whereof we hereby acknowledge, have given, granted, sold, disposed of and confirmed and by these presents do give, grant, sell, dispose of and confirm forever unto Alexander McKee, Esquire, Deputy Superintendent General and Deputy Inspector General of Indians and of their affairs, for and on behalf of His said Britannic Majesty King George the Third, His heirs and successors, all and every part of that Island known and called as aforesaid by the name of the Island of St. Joseph and also by the name of Cariboux Island, and in the Chippewa language by the name of Payentanassin, to have and to hold the said Island and every part and parcel thereof together with all the woods and waters thereon situate, lying and being unto the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty King George the Third, His heirs and successors for ever, free and clear of and from all claims, rights, privileges and emoluments which we the said Chiefs, Warriors and people of the Chippewa Nation might have before the execution of these presents. And free and clear of any pretended claims which our children or descendants may hereafter make to the same, hereby renouncing and for ever divesting ourselves, our children, descendants and posterity of all title to the said Island and the said woods and waters thereof in favour of the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, we being assembled at His said Majesty's garrison in and upon the said Island hereby given, granted, sold, disposed of and confirmed as aforesaid, have for ourselves and the rest of our Nation hereunto set our marks and seals this thirtieth day of June, in the year of our Lord one thousand seven hundred and ninety-eight, having first heard this instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

Witnesses present at the execution of this instrument:	A. MCKEE, <i>D.S.G.I.A.</i> , <i>on behalf of His Majesty.</i> [L.S.]
RICH'D. POLLARD, } <i>Commis's on behalf</i>	MEATOOSAWKEE, (totem) [L.S.]
DAVID COWAN, } <i>of the Province.</i>	KEEQUATAKAMSIGISHKAM, (totem) [L.S.]
PETER DRUMMOND,	BOANINCE, (totem) [L.S.]
<i>Capt. 2nd Batt. R.C.V., Commanding,</i>	OGESQUE-WAIAUNE, (totem) [L.S.]
WM. FRASER, <i>Lieut 2nd Batt. R.C.V.,</i>	KAUKONCE, (totem) [L.S.]
WM. DEASE, <i>Ensn. 2nd Batt. R.C.V.,</i>	SASANG, (totem) [L.S.]
GEORGE LANDMANN,	SHAWANAPENISSE, (totem) [L.S.]
<i>Lieut. Royal Engineers,</i>	
GUILLAUME LAMOTHE, <i>Interpreter,</i>	
C. LANZLADER,	
PETER SELBY, <i>Asst. Secretary,</i>	
Indian Witnesses:	
OKAW, (totem) <i>Chippawa Chief,</i>	
WABAKANGEWANA, (totem)	
<i>Chippawa Chief of Lake Superior.</i>	

We do certify that the following goods were delivered in our presence to the Chippawa Nation, subscribers to the within deed, being the consideration therein mentioned as sent from the General Indian Store by order of the Commander-in-Chief:

	{ 3 point, 60 pairs, at 19. 6d. £	50 10 0
	{ 2½ do 150 do 15s. 9d.	118 2 6
Blankets.	{ 2 do 140 do 11s. 6d.	80 10 0
	{ 1½ do 180 do 9s. 4½d.	84 7 6
	{ 1 do 150 do 7s. 10½d.	59 1 3
Brown caddees, 8 pieces containing 335 yds., 3s. 9d.		62 16 3

Embossed serge, 260 yds., at 2s. 3d.	29	5	0
Chief's guns, No. 15, at 60s.	45	0	0
Kettles { Tin, 4 nests, at 69s. per nest.	13	16	0
{ Brass 180 lbs. at 2s. 4½d.	21	7	6
{ Copper, 66 lbs., at 3s. 1½d.	10	6	3
Blue Molton, 5 ps. cont'g 148 yds., at 79s. 6d. per piece.	19	17	6
Green do 3 do do 79s. 6d. do	11	18	6
Irish linen, 14 do 350 do 3s. 0d. do	52	10	0
Pipes, 24 gross, at 2s. 7½d.	3	3	0
Strouds, 20 pieces cont'g 420 yds., at 117s. per piece.	117	0	0
Gilt leather trunks, 6 nests, at 40s 6d. per nest.	12	3	0
Tobacco, 300 lbs., at 13½d.	16	17	6
Cloth { Scarlet, 40 yds., at 16s. 6d.	33	0	0
{ Green } 80 yds. at 15s.	60	0	0
{ Blue }			
Hats, plain, 25, at 6s.	7	10	0
Rifles, 10, at 82s. 6d.	41	5	0
Hats, laced, 30, at 12s.	18	0	0
Flints, 4,000 at 15s. 9d.	3	3	0
Knives, butcher's, 36 doz., at 4s. 6d.	8	2	0
Penknives, 6 doz., at 7s. 6d.	2	5	0
Scissors, 15 doz., at 3s.	2	5	0
Fire steels, 5 doz., at 3s.	0	15	0
Combs (horn), 15 doz., at 3s.	2	5	0
Combs (ivory), 6 doz., at 11s. 3d.	3	7	6
Vermillion, 75 lbs., at 6s.	22	10	0
Callico, 3 pieces, at 58s. 6d.	38	0	6
Callimanco, 3 pieces, at 54s. 9d.	8	4	3
Looking glasses, 15 doz., at 6s.	4	10	0
Riband, 8 pieces, at 19s. 3¼d.	7	14	6
Thread, 30 lbs., at 6s.	9	0	0
Silk handkerchiefs, 2½ doz., at 60s.	7	10	0
Ball, 10 boxes of 112 lbs. each, at 33s. 9d. per cwt.	16	17	6
Shot, 10 do do 33s. do	16	17	6
Gunpowder, 400 lbs., at 1s. 10½d.	37	10	0
Rum, 50 gallons, at 7s.	17	10	0
A bullock.	15	6	6

Quebec currency. £1,200 0 0

amounting in the whole to twelve hundred pounds, Quebec currency.

RICHARD POLLARD }
DAVID COWAN, } *Commissioners.*

PETER DRUMMOND, *Capt. Commanding,*
WM. FRASER, *Lt. 2nd Batt. R.C.V.,*
WM. DEASE, *Ensign 2nd Batt. R.C.V.,*
GEORGE LANDMANN, *Lt. Royal Eng'rs,*
GUILLAUME LAMOTHE, *Interpréter,*
C. LANZLADER,
P. SELBY, *Asst. Secy.,*
OKAW, (totem) *Chippawa Chief,*
WABAKANGEWANA, (totem) *Chippawa Chief.*

Recorded in the Register for the County of Kent on the 20th of July, 1798, at ten o'clock in the forenoon. Lib. A., Fol. 17 to 19.

RICH. POLLARD,
Register.

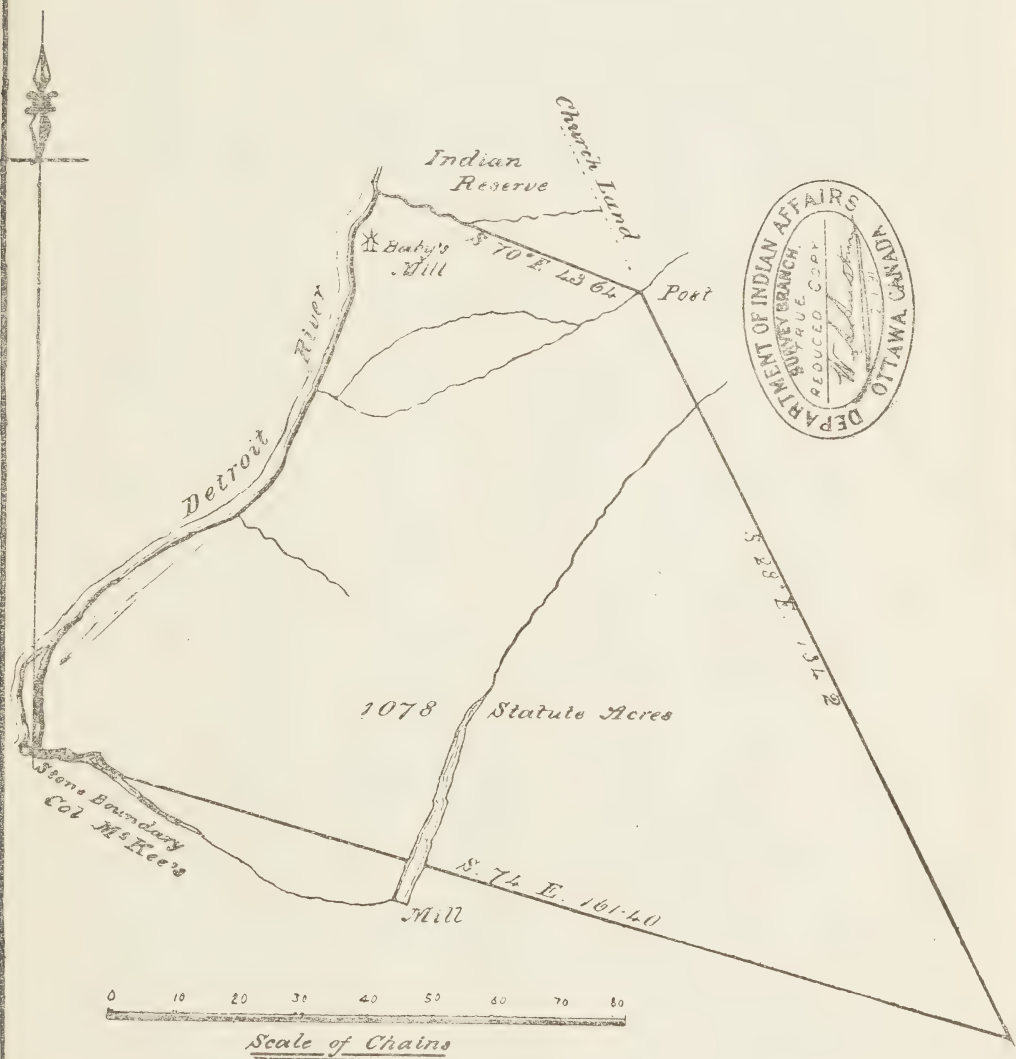
No. 12.

UPPER CANADA.

To all to whom these presents may come, Greeting.

WHEREAS we, the principal Chiefs, Warriors and people of the Ottawa, Chippewa, Powtawatamie and Wyandot nations of Indians, being desirous for a certain consideration hereafter shown, of selling and disposing of a certain parcel or Tract of Land, situate, lying and being on the South East side of the Detroit River and known by the name of the Huron Church Reserve unto His Britannic Majesty King George the Third our Great Father : Now know ye that we the said principal Chiefs, Warriors and people of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations for and in consideration of Three Hundred pounds Quebec Currency, value in goods estimated according to the Montreal price, and now delivered to us, the receipt whereof we hereby acknowledge, Have given, granted, sold, disposed of and confirmed, and by these presents Do give, grant, sell, dispose of and confirm forever unto Captain Thomas McKee, Superintendent of Indian Affairs for and on behalf of His said Britannic Majesty King George the Third His Heirs and Successors, all that parcel or Tract of Land known and called as aforesaid by the name of the Huron Church Reserve, beginning at a stone Boundary between the lands of the said Captain Thomas McKee and the said Huron Church Reserve ; from thence following the windings up the said River to a certain Creek, about one hundred and fifty-seven yards above a wind-mill belonging or lately belonging to Messieurs Baby ; thence South seventy-three degrees East forty-three Chains and sixty-four Links ; thence South Twenty-eight degrees East one hundred and thirty-four chains and two Links ; and thence north seventy-four degrees West one hundred and sixty-one Chains and forty links till it intersects the said River Detroit, which intersection is the station or place of beginning, Containing by admeasurement One thousand and seventy-eight Acres be the same more or less, and is more particularly described by a sketch of the same hereunto annexed, and colored Red.

AND WHEREAS it appeared to us in Council that the ground about His said Majesty's Garrison of Amherstburg was too small and confined, and that a Road was wanted in and through the Huron Reserve to connect the Communication between the Township of Sandwich and the said Garrison. We Did on the tenth day of August in the year one thousand seven hundred and ninety-nine, offer as a gift to the said Captain Thomas McKee, for and on behalf of His said Majesty, as follows, that is to say, an additional space of five hundred yards, extending up the stream from a painted Tree, which was the former boundary between the said Garrison and the Huron Reserve ; thence East the whole Depth thereof ; and from thence South until it intersects the East Line of the said former boundary ; And also a space of sixty feet wide for a road of communication as aforesaid, to be laid out in such parts of the said Huron Reserve, as shall or may be thought most convenient by any person or persons acting under the authority of His Majesty's Government : And we having been informed by the said Capt. Thomas McKee that His Excellency the Commander in Chief has directed him to accept in the name of His Majesty, the said lands as a Gift from us, Now know ye, That we, the principal Chiefs of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations of Indians in consideration of our good will and affection for our Great Father, His said Majesty, King George the Third, Have given, granted and confirmed, and by these presents Do give, grant and confirm, as a free and voluntary Gift to the said Captain Thomas McKee, for and on behalf of His said Majesty, His Heirs and Successors for ever, the said space of five Hundred yards extending up the stream from a Painted Tree, which was the former Boundary, Thence East the whole depth of said Huron Reserve, and from thence south until it intersects the East line of the said former boundary as is more particularly described by a sketch thereof also hereunto annexed marked H. R. red ; And also the space of Sixty feet wide in and through the said Huron Reserve for the purpose of a Road to be laid out in such parts of the same lying between the said



Scale of Miles

Cession H.R. 1834
Road N.P.

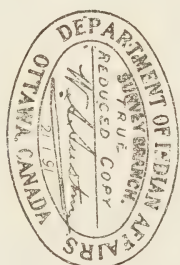
$\frac{41}{1375}$ Acres

(Signed) Churchill & Bidout

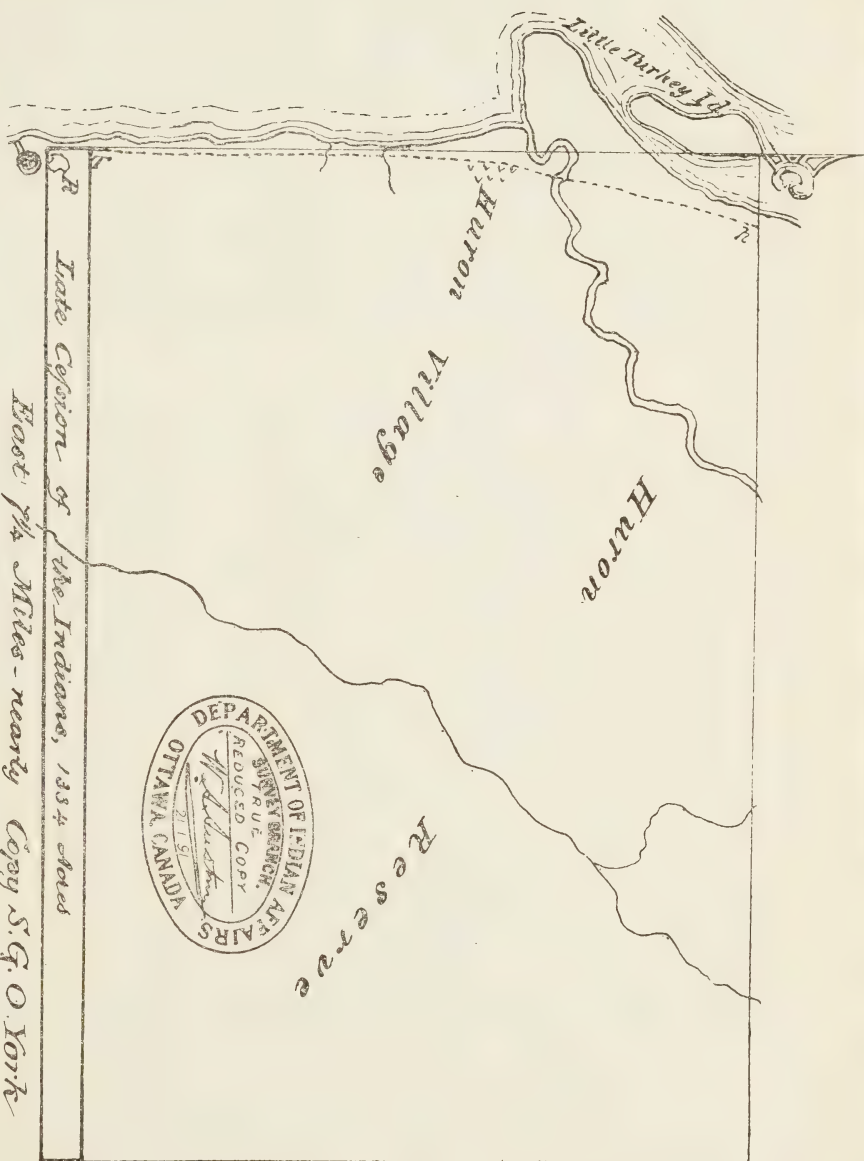
27th June 1800

East $\frac{7}{8}$ Miles - nearly Copy S.G. O York

East Cession of the Indians, 1834, closed



North $5\frac{1}{4}$ Miles - nearly



Garrison of Amherstburg and the Township of Sandwich, as shall or may be thought most convenient by any person or persons acting under the authority of His said Majesty's Government, the whole of the two parcels or Tracts of Land last mentioned, containing Thirteen Hundred and Eighty acres or therabouts, be the same more or less, To Have and to Hold all the said several parcels or Tracts of Land together with all the woods and waters thereon unto the said Captain Thomas McKee for and on behalf of His said Britannic Majesty King George the Third, His Heirs and Successors for ever, free and clear of and from all claims, rights, privileges and emoluments which we the said Chiefs, Warriors and people of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations might have before the execution of these presents, And free and clear of any pretended claims which our children or Descendants may hereafter make to the same, hereby renouncing and forever divesting ourselves, our children, Descendants and Posterity of all Title to the said several parcels or Tracts of Land and the soil, woods and waters thereof, in favour of the said Captain Thomas McKee for and on behalf of His said Britannic Majesty, His Heirs and Successors forever.

IN WITNESS WHEREOF we have for ourselves and the rest of our Nations respectively set our marks and seals this Eleventh Day of September, in the year of our Lord one thousand and Eight Hundred, having first heard this instrument interpreted openly in our several languages, and fully approved by ourselves and our respective nations.

Witnesses present at the Execution of this Instrument:	T. MCKEE, <i>S.I.A.</i> , for and on behalf of <i>His Majesty</i>	[L.S.]
F. BABY, } <i>Commissioners for the Pro-</i>	(totem) WITANIS	[L.S.]
ALEX. DUFF, } <i>vince of Upper Canada.</i>	(totem) GAIAISH	[L.S.]
H. MCLEAN, <i>Capt. R.C.V. Commanding.</i>	(totem) PSHIKIE	[L.S.]
ALEX. McMILLAN, <i>Capt. R.C.V.</i>	(totem) NAKATEWAQUIT	[L.S.]
L. R. C. DE LERY, <i>Capt R.C.V.</i>	(totem) NANGY	[L.S.]
WM. BACHWELL, <i>Lt. R. Engineers.</i>	(totem) USTAIECHTA, or ROUND HEAD	[L.S.]
JOHN SUTH'D SINCLAIR, <i>Lt. R. Artillery.</i>	(totem) RUHUMATT, or ONE CANOE	[L.S.]
J. I. DUCHESNOY, <i>Lieut. R.C.V.</i>	(totem) UTREAUPOWANNIE, or GREAT	[L.S.]
ROB'T WOOLSEY, <i>Ensign R. C. Vols.</i>	BATT.	[L.S.]
STEPHEN MCVAY, <i>Ensign R.C.V.</i>	(totem) SAHENTESKON	[L.S.]
GEO. IRONSIDE, <i>Lt. K. & Clk. I. Dept.</i>	(totem) DÉSHAREMOI	[L.S.]
SIMON X GIRTY's mark.	(totem) ESHKIBIE	[L.S.]
T. ALEXANDER CLARKE.	(totem) NASHAN	[L.S.]
CHARLEVEAUME.	(totem) WAGINAI	[L.S.]
JOHN MARTIN.	(totem) KAGÉKUMEGO, or OTTER	[L.S.]
	(totem) WISHAWAS	[L.S.]
	(totem) KIEVEJIWEN	[L.S.]
	(totem) KAGESKAIVA	[L.S.]
	(totem) PISORTIM or TURNER	[L.S.]
	(totem) TOQUISH	[L.S.]

We do hereby certify that the following goods were delivered in our presence to the respective Nations of Indians, subscribers to the within Deed, being the consideration therein mentioned.

		£	s.	d.
Blankets..	3 point, 20 pairs at 19s. 6d.....	19	10	0
	2½ do 50 do 15s. 9d.....	39	7	6
	2 do 50 do 11s. 6d.....	28	15	0
	1½ do 40 do 9s. 4½d.....	18	15	0
	1 do 25 do 7s. 10½d.....	9	16	10½
Kettles...	Copper, 64 lbs. at 3s. 1½d.....	10	0	0
	Brass. 86 do 2s. 4½d.....	10	4	3

	£	s.	d.
Pipes, gross, 10 at 2s. 7½d.	1	6	3
Strouds, blue, 5 pieces at 117s. per piece.	29	5	0
Tobacco, 200 lbs. at 13½.	11	5	0
Cloth. {	Scarlet, 12 yds. at 16s. 6d.	9	18 0
	Green, 7 do 15s.	5	5 0
	Blue, 7 do 15s.	5	5 0
Caddoe, 2 pieces, containing 108 yds. at 3s. 9d.	20	5	0
Silk handkerchiefs, 3 doz. at 60s.	9	0	0
Calico, 3 pieces at 58s. 6d.	8	15	16
Knives, butchers', 12 doz. at 4s. 6d.	2	14	0
Irish linen, 4 pieces at 3s.	15	0	0
Pewter basins. {	weighing 50 lbs. at 1s. 9d.	4	7 6
{ 12 of 1 pint,			
{ 8 of 1 quart,			
{ 12 of 3 quarts,			
{ 2 of 4 do			
Ball, 3 boxes of 112 lbs. each at 33s. 9d.	5	1	3
Shot, Nos. 1, 2 & 3, 3 boxes of 112 lbs. each at 33s. 9d.	5	1	3
Gunpowder, 100 lbs. at 1s. 10½d.	9	7	6
Rum, 23 galls. at 7s.	8	1	0
A bullock.	13	14	2
	£300 0 0½		

Amounting in the whole to three hundred pounds, Quebec currency.

F. BABY, { *Commissioners for the Province of Upper Canada.*
 ALEX. DUFF, {
 L. R. C. de LERY, *Capt. R.C.V.*
 JOHN SUTHD. SINCLAIR, *Lieut. Royal Artillery.*
 ROBERT WOOLSEY, *Ensn. R.C.V.*
 GEO. IRONSIDE, *Lieut. K. & Clk. I. D.*
 T. ALEX. CLARK.
 JOHN MARTIN.
 H. McLEAN, *Capt. R.C.V., Commanding.*
 ALEX. McMILLAN, *Capt. R.C.V.*
 WM. BACHWELL, *Lieut. Royal Engineers.*
 B. DUCHESNAY, *Lieut. R.C.V.*
 STEPHEN McKAY, *Ensn. R.C.V.*
 SIMON x GIRTY'S mark.
 CHARLEVEAUME.

Recorded in the Register for the County of Essex, on the third day of January, one thousand eight hundred and one, at ten o'clock, in the forenoon. Libr. A. Folio 111, 112, 113, 114, 115.

P. SELBY,

Asst. Sec., Indian Agent.

RICHD. POLLARD,

Registrar.

No. 13.

THIS INDENTURE made at the Carrying Place, head of the Bay of Quinté, the twenty-third day of September, in the year of Our Lord one thousand seven hundred and eighty seven, Between
 and the Honble Sir John Johnson, Bart., for and in behalf of our Sovereign Lord the King, witnesseth that the said above mentioned

Principal Chiefs and War Chiefs as aforesaid, for and in consideration of the sum of

to them in hand well and truly paid by the Honble Sir John Johnson aforesaid at or upon the sealing and delivery of these presents the receipt whereof they the said

doth hereby acknowledge, and thereof and therefrom and from every part or parcel thereof doth acquit, release, exonerate and for ever discharge Our Sovereign Lord the King His Heirs and successors and every of them, by these presents hath granted, bargained, alienated, released, and confirmed and by these presents doth grant, bargain, sell, alienate, release and confirm unto Our Sovereign Lord the King and to His heirs and successors all that tract or parcel of land laying and being

together with the woods, ways, paths, waters, watercourses, advantages, emoluments and hereditaments whatsoever to the said tract or parcel of land situated as above mentioned belonging or in any wise appertaining or which to and with the same now are or at any times heretofore have been held, used, occupied, accepted, reputed, taken or known as part, parcel or member thereof or any part thereof, and the issues and profits of all and singular the said premises and every part and parcel thereof, with the appurtenances and also all the estate, right, title, interest, property, claim and demand whatsoever of them the said.

in and to all and singular the said premises above mentioned and of, in and every part and parcel thereof with the appurtenances, to have and to hold all and singular the said tract or parcel of land, hereditaments and premises above, in and by these presents released and confirmed and every part and parcel thereof with the appurtenances unto Our Sovereign Lord the King His heirs and successors for ever, and to and for no other use intent or purpose whatsoever, and the said

for themselves their heirs and successors, doth covenant, grant, promise and agree to and with Our Sovereign Lord the King, His heirs and successors that they the said

now are the true, lawful and rightful owners of all and singular the said tract or parcel of land, hereditaments and premises above mentioned and of every part or parcel thereof with the appurtenances and also that the said

at the time of sealing and delivery of these presents are lawfully and rightfully seized in their own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in all and singular the said premises above mentioned with the appurtenances, without any manner of condition, limitation of use or uses or matter, cause or thing whatsoever to alter, change, charge or determine the same. And also that His Majesty, His heirs and successors shall and may at all times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said tract or parcel of land, hereditaments and premises aforesaid with the appurtenances and every part or parcel thereof without trouble, hindrance or molestation, interruption or disturbance of them the said

their heirs or successors or any other person or persons lawfully claiming or to claim by, from or under them or any of them, and that freed, discharged and kept harmless and indemnified of, from, and against all former and other gifts or grants whatsoever.

IN WITNESS Whereof we have hereunto set our hands and seals the day and date above mentioned.

Witness present:	}	WABUKANYNE, (totem)	[L.S.]	
JOHN COLLINS,				
LOUIS PROTLE,		}	NEACE, (totem)	[L.S.]
NATHNL LINES, <i>Interpr.</i> ,			PAKQUAN, (totem)	[L.S.]

A true copy.

P. SELBY, *Asst.-Sec'y., I. A.*

THIS INDENTURE made at the River Credit on Lake Ontario on the first day of August, in the year of Our Lord one thousand eight hundred and five, between William Claus, Esquire Deputy Superintendent General and Deputy Inspector General of Indians and of their affairs, for and in behalf of our Sovereign Lord the King of the one part, and the Principal Chiefs, Warriors and people of the Mississague Nation of Indians for and in the name of the said Nation of the other part.

Whereas, on the twenty-third day of September, in the year of Our Lord one thousand seven hundred and eighty-seven, at the Carrying Place at the head of the Bay of Quinté it was agreed between the Honourable Sir John Johnson, Baronet, on the part of Our said Lord the King, and Wabukanyne, Neace, and Pakquan, Principal Chiefs and War Chiefs of the said Mississague Nation, two of which said Chiefs, that is to say Wabukanyne and Neace are now dead, that they the last mentioned Principal Chiefs would for divers good and valuable considerations received by them for and on account of their said Nation from Our said Lord the King duly convey all their right and title to a certain tract or parcel of land hereinafter described to Our said Lord the King, His heirs and successors forever.

And whereas in pursuance of that agreement a certain Instrument hereunto annexed was made at the said Carrying Place, bearing date the day and year last aforesaid, signed and sealed by the said Wabukanyne, Neace, and Pakquan, for the purpose of conveying the said tract or parcel of land to Our said Lord the King, His heirs and successors as aforesaid, which said Instrument did not ascertain or describe the parcel or tract of land meant and intended to be conveyed thereby and was and is in other respects defective and imperfect.

NOW THIS INDENTURE WITNESSETH, that for carrying into execution the said agreement made on the said twenty-third day of September, one thousand seven hundred and eighty-seven, and in consideration thereof and for the more effectually securing and conveying to Our said Lord the King the said tract or parcel of land so agreed to be conveyed to him as aforesaid, and for the consideration of ten shillings of good and lawful money in hand paid to them by the said William Claus, Esquire, for and on account of Our said Lord the King, the receipt whereof by the said Principal Chiefs, Warriors and people of the Mississague Nation as aforesaid is hereby acknowledged, have granted, bargained, aliened, released and confirmed and by these presents do grant, bargain, alien, release and confirm unto Our Sovereign Lord the King, His heirs and successors, all that tract or parcel of land commencing on the east bank of the south outlet of the River Etobicoke; thence up the same, following the several windings and turnings of the said river to a maple tree blazed on four sides at the distance of three miles and three-quarters, in a straight line from the mouth of the said river; thence north twenty-two degrees west twenty-four miles and one-quarter; then north sixty-eight degrees east fourteen miles; then south twenty-two degrees east twenty-eight miles, more or less, to Lake Ontario; then westerly along the water's edge of Lake Ontario to the eastern bank of the south outlet of the River Etobicoke, being the place of beginning, containing Two hundred and fifty thousand, eight hundred and eighty acres, together with all the woods and waters thereon, lying and being and all the advantages, emoluments and hereditaments whatsoever to the said tract or parcel of land belonging or in anywise appertaining and the issues and profits of all and singular the said premises and every part and parcel thereof with the



The descriptive plan of the Toronto purchase made 23rd September 1764
and Completed on the 1st day of August 1805.

(sd) *W. Maus* *Deputy Supl Genl.*
on behalf of the Crown.

Witnesses present

(sd) *J. Williams*
Capt. 49th Regt

J. W. Brackenbury
Lieut. 49th Regt

J. Selby
Sgt. 49th Regt

J. B. Naupuse



Chechalti



Quenoponon



Mabukanyne



Okomaperese



Mabenose



Kenobonocence



Osonago



Acheton



(sd) *W. Maus*
Deputy Supl Genl.
of the Crown

appurtenances. And also all the estate, right, title, interest, property, claim and demand whatsoever of them the said Principal Chiefs, Warriors and people of the Mississague Nation for themselves and for and in the name of their whole Nation in and to all and singular the said premises and every part and parcel thereof with the appurtenances, save and except the fishery in the said River Etobicoke, which they the said Chiefs, Warriors and people expressly reserve for the sole use of themselves and the Mississague Nation. To have and to hold all and singular the said tract or parcel of land, hereditaments and premises in and by these presents released and confirmed unto Our Sovereign Lord the King, His heirs and successors forever, and to and for no other use, intent or purpose whatsoever. And also that His Majesty, His heirs and successors as aforesaid shall and may at all times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said tract or parcel of land with the appurtenances and every part and parcel thereof without trouble, hindrance, molestation, interruption or disturbance of them the said Principal Chiefs, Warriors and people of the Mississague Nation or any of them, their heirs or successors or any other person or persons lawfully claiming or to claim by, from or under them or any of them.

IN WITNESS WHEREOF, we have hereunto affixed our marks and seals the day and year above written, having first heard this Instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

Present at the execution and delivery
of this instrument and witnesses
thereto:

J. W. WILLIAMS, *Capt. 49th Regt.*,
JNO. BRACKENBURY, *Ens. 49th Regt.*,
P. SELBY, *Asst. Secy. I. A.*,
J. B. ROUSSEAU.

WM. CLAUS,	
<i>Depy. Supt. Genl., on behalf of the</i>	
<i>Crown.</i>	[L.S.]
CHECHALK, (totem)	[L.S.]
QUENEPENON, (totem)	[L.S.]
WABUKANYNE, (totem)	[L.S.]
OKEMAPENESSE, (totem)	[L.S.]
WABENOSE, (totem)	[L.S.]
KEBONECENCE, (totem)	[L.S.]
OSENEGO, (totem)	[L.S.]
ACHETON, (totem)	[L.S.]

No. 13a.

PRESIDENT'S OFFICE,
YORK, 18th June, 1806.

SIR,—Herewith you will please to receive the original provisional agreement for the lands to be purchased from the Mississague Indians at the head of Lake Ontario, as done and executed at the River Credit on the 2nd day of August, 1805. It is transmitted by His Honor the President's directions, for the purpose of being filed in the Executive Council office, and which you will please acknowledge receiving.

I have the honor to be, Sir,

Your most obedient humble servant,

WM. STANTON,
Chief Clerk in the President's Office.

Read in Council, 18th June, 1806, and ordered to be filed in the Office.

JOHN SMALL, Esquire,
&c., &c., &c.,

PETER RUSSELL,
Presiding Councillor.

We, the Principal Chiefs of the Mississague Nation, for ourselves and on behalf of our Nation, do hereby consent and agree with William Claus, Esquire, Deputy Superintendent General and Deputy Inspector General of Indian Affairs, on behalf of His Majesty King George the Third, that for the consideration of one thousand pounds Province currency, in goods at the Montreal price, to be delivered to us,

we will execute a regular deed for the conveyance of the lands hereon marked pink: Commencing at the eastern bank of the mouth of the River Etobicoke, being on the limit of the western boundary line of the Toronto purchase in the year 1787; then north twenty-two degrees west six miles; then south thirty-eight degrees west twenty-six miles, more or less, until it intersects a line on a course north forty-five degrees, produced from the outlet at Burlington Bay; then along the said produced line one mile, more or less, to the lands granted to Captain Brant; then north forty-five degrees east one mile and a half; then south forty-five degrees east three miles and a half, more or less, to Lake Ontario; then north-easterly along the water's edge of Lake Ontario to the eastern bank of the River Etobicoke, being the place of beginning, containing seventy thousand seven hundred and eighty-four acres, whenever the goods of the aforesaid value shall be delivered to us. Reserving to ourselves and the Mississague Nation the sole right of the fisheries in the Twelve Mile Creek, the Sixteen Mile Creek, the Etobicoke River, together with the flats or low grounds on said creeks and river, which we have heretofore cultivated and where we have our camps. And also the sole right of the fishery in the River Credit with one mile on each side of said river.

This agreement done, signed and executed by us at the River Credit, this second day of August, one thousand eight hundred and five.

Witnesses present:

J. W. WILLIAMS, *Capt. 49th Regt.*,
JNO. BRACKENBURY, *Ens. 49th Regt.*,
P. SELBY, *Assistant Secretary, I. A.*,
J. B. ROUSSEAU.

W. CLAUS,
*Deputy Superintendent General, on
behalf of the Crown.* [L.S.]
CHECHALK, (totem) [L.S.]
QUENIPPENON, (totem) [L.S.]
WABUKANYNE, (totem) [L.S.]
OKEMAPENESSE, (totem) [L.S.]

No. 14.

LIEUTENANT GOVERNOR'S OFFICE,

YORK, 12th September, 1806.

SIR,—I am directed by His Excellency the Lieutenant Governor to transmit you herewith the deed of conveyance and release for the lands purchased from the Mississagua Indians for the use of His Majesty in the Home District, dated the 6th September, 1806, to which is annexed a plan of the same; also a lease of the above tract from the Indians for one year, dated the 5th September, 1806, the receipt of which you will please to acknowledge.

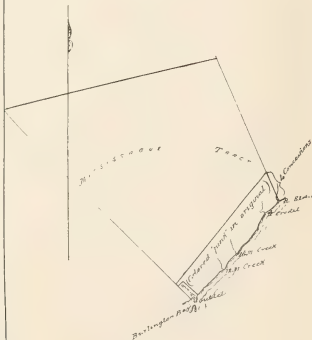
I have the honor to be, Sir,

Your most obedient servant,

JOHN SMALL, Esq.,
&c., &c., &c.,

WM. HATTON, *Secretary.*

THIS INDENTURE, made the fifth day of September, in the Year of Our Lord one thousand eight hundred and six, between Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakagego, Principal Chiefs, Warriors, and people of the Mississague Nation of Indians of the one part and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith, of the other part. Witnesseth: that the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakagego in consideration of five shillings apiece of lawful money of Great Britain to them in hand paid by His said Majesty at or before the ensealing and delivery of these presents (the receipt whereof is hereby acknowledged) and for other good causes and considerations them the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakagego, hereunto specially moving, have bargained and sold, and by these presents do, and each of them doth bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate in the Home District of the Province of Upper



Witness present

(Sd) J. D. Williams, Captain 10th Regt
J. W. Brackenbury, Bomb. 4th Regt
P. Selby and Percy I. A
F. B. Rowseman

(Sd) M. Class, Deputy Genl
on behalf of the Crown

Chechalk



Ouonoppon



Tabakanyo



Okeapromessie



PLAN
OF THE
Tract of Land
to be purchased from the Mississaugue Indians.

12 1/2 to 13 1/2 miles
1/2 to 1 1/2 miles

Those parts colored in yellow show the Indian Reserve
S. 33' W. 26 Miles more or less



Note - Parts enclosed with heavy lines show I.R.s
Colored Yellow are original

S. 33' W.

0 100 200 300 400 500

Scale of Chains

(by) *W. H. H. H.*
on behalf of the Crown

Cheekah *W. H. H. H.*

Osewego *W. H. H. H.*

Oseremon *W. H. H. H.*

Chickah *W. H. H. H.*

W. H. H. H.

Commissioner on
behalf of the Province

Tabakah *W. H. H. H.*

Pataguan *W. H. H. H.*

Donald MacLean

Geo A. Fergusson
Cadastral Agent

Okeamere *W. H. H. H.*

Wadukawago *W. H. H. H.*

W. H. H. H.

Wadenose *W. H. H. H.*

Hobonance *W. H. H. H.*

James Davidson Esq. *W. H. H. H.*

W. H. H. H.



Canada, containing by admeasurement eighty-five thousand acres, be the same more or less, together with all the woods and waters thereon lying and being, which said eighty-five thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say:

Commencing at the eastern bank of the mouth of the River Etobicoke, being on the limit of the western boundary line of the Toronto purchase in the year of Our Lord, one thousand seven hundred and eighty-seven; then north twenty-two degrees west six miles; then south thirty-eight degrees west twenty-six miles, more or less, until it intersects a line on a course north forty-five degrees west produced from the outlet at Burlington Bay being the north-eastern boundary line of the Township of Flamborough East, and of the purchase in the year of Our Lord one thousand seven hundred and ninety-two; then along the said line south forty-five degrees east two hundred and thirty-three chains and fifty-eight links, more or less, to the lands granted to Captain Joseph Brant; then north forty-five degrees east one hundred and twenty-seven chains, to the northerly angle of said lands; then south forty-five degrees east two hundred and ninety-three chains, more or less, to Lake Ontario; then north-easterly along the water's edge of said lake to the eastern bank of the River Etobicoke, the place of beginning; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof and of every part and parcel thereof, to have and to hold the said parcel or tract of land and all and singular other the premises hereinbefore mentioned, or intended to be bargained and sold, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto His said Majesty, His heirs and successors, from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be completed and ended. Yielding and paying therefor unto the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego the yearly rent of one peppercorn at the expiration of the said term if the same shall be lawfully demanded.

To the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession His said Majesty may be in the actual possession of the premises, and be thereby enabled to take and accept a grant and release of the freehold reversion and inheritance of the same premises and every part and parcel thereof to him His said Majesty, His heirs and successors, to the uses to be declared by another Indenture, intended to bear date the next day after the day of the date hereof.

IN WITNESS WHEREOF, the parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us:

D. CAMERON,	} <i>Com's on behalf</i>
DONALD MACLEAN,	
GEO. R. FERGUSON,	} <i>of the Prov.</i>
<i>Regt.,</i>	
WM. L. CROWTHER,	} <i>Capt. Canadian</i>
JAMES DAVIDSON,	
H. M. SMITH,	
P. SELBY,	
J. B. ROUSSEAU,	
DAVID PRICE,	

WM. CLAUS, *D.S.G.,*

On behalf of the Crown. [L.S.]

CHECHALK, (totem) [L.S.]

QUENEPENON, (totem) [L.S.]

WABUKANYNE, (totem) [L.S.]

OKEMAPENESSE, (totem) [L.S.]

WABENOSE, (totem) [L.S.]

KEBONECENCE, (totem) [L.S.]

OSENEGO, (totem) [L.S.]

ACHETON, (totem) [L.S.]

PATAQUAN, (totem) [L.S.]

WABAKAGEGO, (totem) [L.S.]

THIS INDENTURE, made the sixth day of September, in the year of Our Lord one thousand eight hundred and six, between Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, the Principal Chiefs, Warriors and people of the Mississagua Nation of Indians of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, witnesseth: that for and in consideration of the sum of one thousand pounds of

lawful money of Upper Canada to the said Chechalk, Quenepanon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, in hand well and truly paid by His said Majesty at or before the ensembling and delivery of these presents, the receipt whereof they the said Chechalk, Quenepanon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego do hereby acknowledge, and from the same and every part thereof do severally and respectively acquit, release and discharge His said Majesty, His heirs and successors forever by these presents.

They the said Chechalk, Quenepanon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell, alien, release and confirm unto His said Majesty (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said Chechalk, Quenepanon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, in consideration of five shillings apiece, by Indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of the statute made for transferring uses into possession) and to his Heirs and successors—all that parcel or tract of land situate in the Home District of the Province of Upper Canada, containing by admeasurement eighty-five thousand acres, be the same more or less, together with all the woods and waters thereon lying and being under the reservations hereinafter expressed; which said eighty-five thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing at the eastern bank of the mouth of the River Etobicoke, being on the limit of the western boundary line of the Toronto purchase in the year of Our Lord one thousand seven hundred and eighty-seven; then north twenty-two degrees west six miles; then south thirty-eight degrees west twenty-six miles, more or less, until it intersects a line on a course north forty-five degrees west produced from the outlet at Burlington Bay, being the north-eastern boundary line of the Township of Flamborough East, and of the purchase in the year of Our Lord one thousand seven hundred and ninety-two; then along the said line south forty-five degrees east two hundred and thirty-three chains and fifty-eight links, more or less, to the lands granted to Captain Joseph Brant; then north forty-five degrees east one hundred and twenty-seven chains to the northerly angle of said lands; then south forty-five degrees east two hundred and ninety-three chains more or less to Lake Ontario; then north-easterly along the water's edge of said lake to the eastern bank of the River Etobicoke, the place of beginning. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof; and also all the estate, right, title, inheritance, use, trust, possession, property, claim and demand whatsoever of them the said Chechalk, Quenepanon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, and every of them in, to, or out of the same premises and every or any part thereof—except and always reserved out of this present grant unto the said Chechalk, Quenepanon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego and the people of the Mississagua Nation of Indians, and their posterity for ever—the sole right of the fisheries in the Twelve Mile Creek, the Sixteen Mile Creek, the River Credit and the River Etobicoke, together with the lands on each side of the said creeks and the River Credit as delineated and laid down on the annexed plan, the said right of fishery and reserves extending from the Lake Ontario up the said creeks and River Credit the distance hereinafter mentioned and described and no further.

And the right of fishery in the River Etobicoke from the mouth of the said river to the allowance for road between the first and second concessions south side of Dundas street, and no further.

The reserve on the River Credit commencing on Lake Ontario at a white oak squared post, piled with stones, and standing at the distance of one mile north-

easterly from the centre of the said river at the first bend thereof; then north sixty-nine degrees west one hundred and ninety-six chains; then south sixty-four degrees west one hundred and fifty-five chains; then north forty-five degrees west one hundred and seventy-seven chains, more or less, to the rear boundary of the purchase line; then along said purchase line, and crossing the said river south thirty-eight degrees west two miles, or one hundred and sixty chains, to the western boundary line of said Reserve; then south forty-five degrees east two hundred and seventy chains, then north sixty-four degrees east one hundred and ninety-one chains; then south sixty-nine degrees east sixty-three chains, more or less, to Lake Ontario at another white oak squared post standing on the bank of said lake at the distance of two miles south-westerly from the place of beginning; then along the water's edge of Lake Ontario north-easterly to the place of beginning. The reservation on the Sixteen Mile Creek, commencing on the shore of Lake Ontario at an oak post squared and marked "M.I.R. N. 45° W."—at the distance of forty chains north easterly from the centre of said creek; then north forty-five degrees west one hundred and eighteen chains, more or less, to the allowance for road between the second and third concession south of Dundas street; then south thirty-eight degrees west and crossing the said creek one mile to the western boundary line of said reservation; then south forty-five degrees east one hundred and twenty-four chains more or less to Lake Ontario, at a large black ash tree (two trunks issuing from one root) marked "M.I.R., N. 45° W.;" then north-easterly along the water's edge to the place of beginning. And also all the waters and low grounds lying between the high banks on both sides of said creek extending from the southern boundary of the allowance for road between the aforesaid second and third concessions to the southern boundary of the allowance for road between the first and second concessions south of Dundas street—and no further. And the reservation on the Twelve Mile Creek—commencing on the shore of Lake Ontario at a post squared and marked "M.I.R., N. 66° W.," at the distance of forty chains north-easterly from the centre of said creek; then north sixty-six degrees west one hundred and seven chains; then north thirty-six degrees west fifty-seven chains more or less to the southern boundary of the allowance for road between the second and third concessions south of Dundas street; then south thirty-eight degrees west one mile, crossing said creek to the western boundary line of said reservation; then south thirty-six degrees east fifty-seven chains; then south sixty-six degrees east one hundred and seventeen chains, more or less to Lake Ontario; then north-easterly along the water's edge to the place of beginning. And also the waters and low grounds lying between the high banks on each side of the said creek, extending from the southern boundary of the allowance for road between the second and third concessions before mentioned to the southern boundary of the allowance for road between the first and second concessions south of Dundas street, and no further: To have and to hold the said parcel or tract of land and all and singular other the premises mentioned to be hereby granted and released as aforesaid with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the
presence of us:

D. CAMERON, DONALD MACLEAN,	{ Commissioners' on behalf of the Province.
H. M. SMITH, GEO. R. FERGUSON, Capt. Canadian Regiment, PETER SELBY, Asst. Secy. I. A., J. B. ROUSSEAU, WM. M. CROWTHER, Lieut. 41st Regt.,	

W. CLAUS, D.S.G.,
on behalf of the Crown. [L.S.]

CHECHALK, (totem)	[L.S.]
QUENEPENON, (totem)	[L.S.]
WABUKANYNE, (totem)	[L.S.]
OKEMAPENESSE, (totem)	[L.S.]
WABANOSE, (totem)	[L.S.]
KEBONECENCE, (totem)	[L.S.]

JAMES DAVIDSON, *Hospital Staff*,
DAVID PRICE, *Interpreter*.

OSENEGO, (totem) [L.S.]
ACHETON, (totem) [L.S.]
PATEQUAN, (totem) [L.S.]
WABAKAGEGO, (totem) [L.S.]

A.

We do hereby certify that the following goods were delivered in our presence to the Mississagua Nation, subscribers to the within deed, being the consideration therein mentioned, viz. :—

Articles.	Quantity.	Amount in Province Currency.
Ball and shot.....	Nineteen hundred weight : 14 cwt. at 54s. 6d., 5 cwt. at 56s.....	£ s. d. 52 3 0
Blankets of 1 point.....	Thirty-one pairs at 10s. 6d. per pair.....	16 5 6
" 1½ ".....	Thirty-six pairs at 11s. 10d. per pair.....	21 6 0
" 2 ".....	Thirty-nine pairs at 14s. per pair.....	27 6 0
" 2½ ".....	Seventy pairs at 20s. 3d. per pair.....	70 17 6
" 3 ".....	Fifty-two pairs at 29s. 11d. per pair.....	77 15 8
Calico.....	Seventeen pieces, 306 yds. at 53s. per piece.....	45 1 0
Caddee.....	Three hundred and fifteen yds. at 3s. 10d. per yd.....	60 7 6
Cloth, broad.....	Forty-nine yards : 24 yds. at 14s., 25 yds. at 17s. 6d. per yd.....	38 13 6
Flints.....	One thousand.....	0 19 7
Guns, common.....	Fifty-two at 28s. each.....	72 16 0
" chiefs'.....	Eighteen at 56s. each.....	50 8 0
" rifles.....	Sixteen at 77s. each.....	61 12 0
Gunpowder.....	Three hundred and seventy-five pounds at 203s. per barrel.....	38 1 3
Hats, plain.....	Sixty-three at 4s. 9d. each.....	14 19 3
" laced.....	Fifteen at 10s. 3d. each.....	8 8 9
Hooks, fishing.....	Seven gross at 5s. 8d. per gross.....	1 19 8
Handkerchiefs, silk.....	Four dozen at 50s. per dozen.....	10 0 0
Hoes.....	Two hundred at 2s. 6d. each.....	25 0 0
Harrow pins.....	Thirteen, 65½ lbs. at 8½d. per lb.....	2 6 2¾
Kettles, brass.....	Two hundred eighty and three-quarter lb. at 3s. 6d.....	49 2 7½
Knives, butcher's.....	One and a half gross at 50s. per gross.....	3 15 0
Linen.....	Two hundred and fifty-four yds. at 2s. 10d. per yd.....	35 19 8
Looking glasses.....	Seven doz. at 5s. 7d. per doz.....	1 19 1
Molton.....	Nine pieces, 270 yds., at 81s. per piece.....	36 9 0
Ploughshare, Coulter hook and swivel.....	One, 37½ lb. at 7½d. per lb.....	1 3 3½
Ribbon.....	Fifty-two pieces, 18 yds. each, 22 pcs. at 8s. 10d., 30 at 9s. 10d. p. piece.....	24 9 4
Serge, embossed.....	Two hundred and ninety-seven yds. 2s. 5d. per yd.....	35 17 9
Strouds.....	Fifteen pieces, 331½ yds., at 109s. per piece.....	81 15 0
Steels, fire.....	Five gross at 5s. 7d. per gross.....	1 7 11
Scissors.....	Seven and a half doz. at 8s. 4d. per doz.....	3 2 6
Tobacco, carrot.....	Four hundred and eighty-six lb. at 11d. per lb.....	25 5 6
Thread.....	Five lb. at 5s. 7d. per lb.....	1 7 11
Vermillion.....	Twenty-two lb. at 4s. 11d. per lb.....	5 8 2
Amounting in the whole to one thousand pounds, 9 shillings and one penny three farthings, Province currency.....		£ 1,000 9 1¾

RIVER CREDIT, September, 1806.

D. CAMERON,
DONALD MACLEAN, } *Commissioners on behalf of the Province*,
GEO. R. FERGUSON, *Capt. Canadian Regiment*,
WM. L. CROWTHER, *Lieut. 41st Regiment*,
JAMES DAVIDSON, *Hospital Staff*.

FRANCIS GORE,
Lieutenant-Governor.

No. 15.

PROVINCE OF UPPER CANADA.

GEORGE THE THIRD, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents shall come,—GREETING:

Know Ye, that We, of Our special grace, certain knowledge and mere motion, have given and granted and by these presents do give and grant unto Catherine

Claus, of the Town of Niagara, in the County of Lincoln, in the District of Niagara, wife of Colonel William Claus, Deputy Superintendent General of Indian Affairs, her heirs and assigns forever : All that parcel or tract of land situate in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the Eastern District, in our said Province, containing by admeasurement one thousand two hundred acres, be the same more or less, being Lots Number Thirteen, Fourteen, Fifteen, Sixteen, Eighteen and Twenty in the Third Concession of the said Township of Hawkesbury (Eastern Division), together with all the woods and waters thereon lying and being under the reservations, limitations and conditions hereinafter expressed ; which said one thousand two hundred acres of land are butted and bounded, or may be otherwise known as follows ; that is to say :—

Commencing in front of the said concession at the north-east angle of each of the said lots respectively ; then south twenty-five degrees west one hundred and five chains, twenty-seven links, more or less, to the allowance for road in the rear of the said concession ; then north sixty-five degrees west nineteen chains more or less, to the western limit in each lot ; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concession ; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot.

To have and to hold the said parcel or tract of land hereby given and granted to her the said Catherine Claus, her heirs and assigns forever ; saving nevertheless to Us, Our heirs and successors, all mines of gold, silver, copper, tin, lead, iron and coal that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid ; and saving and reserving to Us, Our heirs and successors, all white pine trees, that shall, or may now, or hereafter grow, or be growing, on any part of the said parcel or tract of land hereby granted as aforesaid.

Provided always, that no part of the parcel or tract of land hereby given and granted to the said Catherine Claus and her heirs be within any reservation heretofore made, and marked for us, our heirs and successors by Our Surveyor General of Woods, or his lawful deputy, in which case this our grant for such part of the land hereby given and granted to the said Catherine Claus, and her heirs forever as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void, and of none effect, anything herein contained to the contrary notwithstanding.

Provided also, that the said Catherine Claus, her heirs or assigns, shall and do within three years erect and build, or cause to be erected and built in and upon some part of the said parcel or tract of land a good and sufficient dwelling-house (she the said Catherine Claus or her assigns not having built, or not being in her or their own right lawfully possessed of an house in our said Province) and be therein, or cause some person to be therein resident for and during the space of one year, thence next ensuing the building of the same.

Provided also, that if at any time, or times hereafter, the land so hereby given and granted to the said Catherine Claus and her heirs shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment, or exchange, or by gift, inheritance, descent, devise, or marriage, such person or persons shall within twelve months next after his, her, or their entry into, and possession of the same, take the oaths prescribed by law, before some one of the magistrates of our said Province, and a certificate of such oaths having been so taken shall cause to be recorded in the Secretary's office of the said Province.

In default of all, or any of which conditions, limitations, and restrictions, this said grant, and everything herein contained, shall be and we hereby declare the same to be null and void, to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to, and become vested in us, our heirs and successors, in like manner as if the same had never been granted, anything herein contained to the contrary in anywise notwithstanding.

And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of His Majesty's reign, intituled "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, intituled 'An Act for making more effectual provision for the Government of the Province of Quebec in North America, and to make further provision for the Government of the said Province,'" it is declared "That no grant of lands hereafter made shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant clergy within the said Province," in respect of the lands to be thereby granted. Now, Know ye, that we have caused an allotment or appropriatoin of one hundred and seventy-one acres and three-sevenths to be made in lot number ten in the seventh concession of the said Township of Hawkesbury (Western Division).

Given under the great seal of our Province of Upper Canada. Witness, Our trusty and well-beloved Francis Gore, Esquire, our Lieutenant Governor of our said Province, this fourteenth day of November, in the year of Our Lord one thousand eight hundred and nine and fiftieth of our reign. F. G.

By command of His Excellency in Council.

WM. JARVIS, *Secretary.*

WILLIAM FIRTH, *Attorney General.*

Entered with the Auditor, 20th November, 1809.

P. SELBY,
Auditor General.

No. 16.

THIS INDENTURE made the seventeenth day of November, in the year of Our Lord one thousand eight hundred and fifteen, between Kinaybicoinini, Aisaince and Misquuckkey, the Principal Chiefs of the Chippawa Nation of Indians, on behalf of themselves and their Nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that the said Kinaybicoinini, Aisaince and Misquuckkey, in consideration of five shillings apiece of lawful money of Upper Canada to them in hand paid by His Majesty at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations them the said Kinaybicoinini, Aisaince and Misquuckkey hereunto specially moving have bargained and sold and by these presents do and each of them doth bargain and sell unto His said Majesty, his heirs and successors, all that parcel or tract of land situate and lying between Kempenfelt Bay upon Lake Simcoe and the Lake Huron, in the Home District of the Province of Upper Canada, and containing by estimation two hundred and fifty thousand acres of land, be the same more or less, which said two hundred and fifty thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing on the north shore of Kempenfelt Bay on Lake Simcoe where a stone boundary is to be fixed at the distance of twenty chains on a course north eighty-one degrees west or thereabouts, from the base of a point called Sand Point projecting itself about five chains and a half into the said bay; then from the said stone boundary north forty degrees west thirty-six miles and a quarter, more or less, to Lake Huron; then along the shore of the said lake and following the several turnings and windings of the same around sundry points of land and bays to the bottom of a bay called Nottawasague Bay, being the north-western angle of the Penetangushine purchase in the year one thousand seven hundred and ninety-eight; thence along the south-western boundary of the said purchase on a course south seventy degrees east seven miles and a half, more or less, to a small bay called Opetequoyawsing, and being the south-easterly angle of the said Penetangushine purchase; thence northerly through a small strait and along the eastern shore thereof to Gloucester or Sturgeon Bay; from thence

following the shore of said bay and also the shore of Matchedas Bay easterly, southerly and northerly according to the several windings thereof until it intersects a line at or near the mouth of a small lake, being the western boundary of a purchase said to have been made in the year one thousand seven hundred and eighty-five ; thence south along the western limits of the said purchase eleven miles, more or less, till it intersects a line produced north seventy-eight degrees west from the waters of Lake Simcoe near the carrying place hereinafter mentioned; then south seventy-eight degrees east along the southern boundary line of the said last mentioned purchase to the waters of Lake Simcoe near to a carrying place leading to a small lake distant about three miles westerly ; and then south-westerly along the north-western shore of Lake Simcoe and Kempenfelt Bay, following the several windings and turnings of the same to the place of beginning, containing about two hundred and fifty thousand acres of land, be the same more or less. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof and of every part and parcel thereof, to have and to hold the said parcel or tract of land and all and singular other the premises hereinbefore mentioned or intended to be bargained and sold and every part and parcel thereof, with their and every of their appurtenances unto His said Majesty, His heirs and successors, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year from thence next ensuing and fully to be completed and ended, yielding and paying therefor unto the said Kinaybicoinini, Aisance and Misquuckkey the yearly rent of one Pepper Corn at the expiration of the said term if the same shall be lawfully demanded. To the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession His said Majesty may be in the actual possession of the premises and be thereby enabled to take and accept a grant and release of the freehold reversion and inheritance of the same premises and of every part and parcel thereof to Him His said Majesty. His heirs and successors, the uses to be declared by another indenture intended to bear date the next day after the day of the date hereof.

IN WITNESS WHEREOF the said parties first above named have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the	}	J. GIVINS, <i>S.I.A.</i> ,	
presence of us:		<i>on behalf of the Crown.</i>	[L.S.]
ELISHA BEMAN, } <i>Commissioners on be-</i>		KINAYBICOININI, (totem)	[L.S.]
HENRY PROCTOR, } <i>half of the Province.</i>		AISANCE, (totem)	[L.S.]
W. M. COCHRANE, } <i>Capt. Com. Lt. Infy.</i>		MISQUUCKKEY, (totem)	[L.S.]
ALEX. FERGUSON, } <i>Lieut. Ind. Dept.</i>			
WILLIAM GRUET, } <i>Interpreter.</i>			

No. 16.

THIS INDENTURE, made the eighteenth day of November, in the year of Our Lord one thousand eight hundred and fifteen, between Kinaybicoinini, Aisance and Misquuckkey, the Principal Chiefs of the Chippawa Nation of Indians on behalf of themselves and their Nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth : that for and in consideration of the sum of four thousand pounds lawful money of Upper Canada to the said Kinaybicoinini, Aisance and Misquuckkey, in hand well and truly paid by His said Majesty at or before the sealing and delivery of these presents, the receipt whereof they, the said Kinaybicoinini, Aisance and Misquuckkey do hereby acknowledge, and from the same and every part thereof do severally and respectively acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents, they the said Kinaybicoinini, Aisance and Misquuckkey have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell, alien, release and confirm unto His

said Majesty (in His actual possession now being by virtue of a bargain and sale to him thereof made by the said Kinaybicoinini, Aisaince and Misquuckkey in consideration of five shillings apiece, by Indenture bearing date the day next before the day of date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of the statute made for transferring uses into possession), and to His heirs and successors, all that parcel or tract of land situate and lying between Kempenfelt Bay upon Lake Simcoe and the Lake Huron, in the Home District of the Province of Upper Canada, and containing by estimation two hundred and fifty thousand acres of land, be the same or less, which said two hundred and fifty thousand acres of land are butted and bounded, or may be otherwise known as follows, that is to say : Commencing on the north shore of Kempenfelt Bay on Lake Simcoe, where a stone boundary is to be fixed, at the distance of twenty chains on a course north eighty-one degrees west or thereabouts from the base of a point called Sand Point projecting itself about five chains and a half into the said bay ; then from the said stone boundary north forty degrees west thirty-six miles and a quarter, more or less, to Lake Huron ; then along the shore of the said lake and following the several turnings and windings of the same around sundry points of land and bays to the bottom of a bay called Nottawaysague Bay, being the north-western angle of the Penetangushine purchase in the year one thousand seven hundred and ninety-eight ; thence along the south-western boundary of the said purchase on a course south seventy degrees east seven miles and a half, more or less, to a small bay called O-pe-te-quoy-aw-sing, and being the south-easterly angle of the said Penetangushine purchase ; thence northerly through a small strait and along the eastern shore thereof to Gloucester or Sturgeon Bay ; from thence following the shore of said bay and also the shore of Matchedass Bay easterly, southerly and northerly according to the several windings thereof until it intersects a line at or near the mouth of a small lake being the western boundary of a purchase said to have been made in the year one thousand seven hundred and eighty-five ; thence south along the western limits of the said purchase eleven miles more or less till it intersects a line produced north seventy-eight degrees west from the waters of Lake Simcoe near the carrying place hereinater mentioned ; then south seventy-eight degrees east along the southern boundary line of the said last mentioned purchase to the waters of Lake Simcoe near to a carrying place leading to a small lake, distant about three miles westerly, and then south-westerly along the north-western shore of Lake Simcoe and of Kempenfelt Bay, following the several windings and turnings of the same to the place of beginning, containing about two hundred and fifty thousand acres of land, be the same more or less. To have and to hold the said parcel or tract of land and all and singular other the premises mentioned to be hereby granted and released as aforesaid with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the uses of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us :
 ELISHA BEMAN, } *Commissioners on be-*
 HENRY PROCTER, } *half of the Province.*
 WM. COCHRANE, *Capt. Comg. Lt. Infy.*
 ALEX. FERGUSON, *Lieut. Ind. Dept.*
 WILLIAM GRUET, *Interpreter.*

J. GIVINS, *S.I.A., on behalf of the*
Crown. [L.S.]
 KINAYBICOININI, (totem) [L.S.]
 AISAINCE, (totem) [L.S.]
 MISQUUCKKEY, (totem) [L.S.]

We do hereby acknowledge to have received from His Majesty King George the Third the full sum of four thousand pounds of lawful money of Upper Canada, being the whole consideration money in the within deed mentioned to be paid to us on behalf of ourselves and our Nation for the tract of land by the said deed granted and released.



Surveyor General's Office
 John. Harper Canada
 5 August 1876.

(Signed)
 Wm. R. D. [Signature]
 Survey General

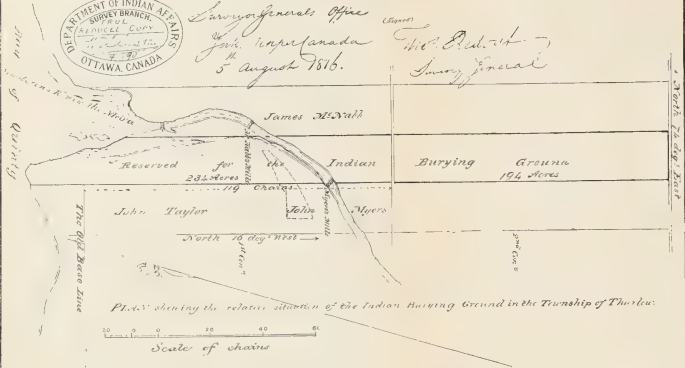


PLATE showing the relative situation of the Indian Burying Ground in the Township of Thurlow.

Witness our hands this eighth day of October, in the year of Our Lord one thousand eight hundred and eighteen.

Witness:

ELISHA BEMAN, } *Commissioners on be-*
HENRY PROCTER, } *half of the Province.*
J. GIVINS, *Supt. Ind. Affairs, on behalf*
of the Crown.

DANL. BROOKE, *Lieut. and Actg. Adjt.*

WILLIAM GRUET, *Interpreter, Ind. Dept.*

KINAYBICOININI, (totem)

AISAINCE, (totem)

MISQUUCKKEY, (totem).

No. 17.

THIS INDENTURE, made the fifth day of August, in the year of Our Lord one thousand eight hundred and sixteen, between Mesequescon, Indanwaywey and Kaybeshkang, the Principal Chiefs of the Mississague Nation of Indians on behalf of themselves and their Nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part. Witnesseth: that the said Mesequescon, Indanwaywey and Kaybeshkang, in consideration of five shillings apiece of lawful money of Upper Canada to them in hand paid by His said Majesty at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations, them the said Mesequescon, Indanwaywey and Kaybeshkang hereunto specially moving, have bargained and sold, and by these presents do and each of them doth bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate and lying in the Township of Thurlow, in the Midland District of the Province of Upper Canada, and fronting upon the Bay of Quinté at the mouth of the River Moira, and containing by estimation four hundred and twenty-eight acres be the same more or less, which said four hundred and twenty-eight acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing on the north shore of the Bay of Quinté at the south-west angle of lot number five in front in the Township of Thurlow; then north sixteen degrees west two hundred and forty-five chains twenty-seven links, may the same be more or less, to the allowance for road in front of the third concession in the said township; then south seventy-four degrees west eighteen chains fifty links, more or less, to the limit between lot number four and three; then south sixteen degrees to the waters of the Bay of Quinté at the mouth of the River Moira; then along the water's edge, following the several courses thereof with the stream to the place of beginning; and the reversion and reversions, remainder and remainders yearly and other rents, issues and profits thereof, and every part and parcel thereof. To have and to hold the said parcel or tract of land, and all and singular other the premises hereinbefore mentioned or intended to be bargained and sold and every part and parcel thereof with their and every of their appurtenances unto His said Majesty, His heirs and successors, from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing, and fully to be completed and ended, yielding and paying therefor unto the said Mesequescon, Indanwaywey and Kaybeshkang the yearly rent of one Pepper Corn at the expiration of the said term if the same shall be lawfully demanded, to the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession, His said Majesty may be in the actual possession of the premises and be thereby enabled to take and accept a grant and release of the freehold reversion and inheritance of the same premises and of every part and parcel thereof to him His said Majesty, His heirs and successors, to the uses to be declared by another Indenture intended to bear date the next day after the day of the date hereof.

IN WITNESS WHEREOF, the said parties first within named have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of	}	J. GIVINS, <i>S.I.A.</i> ,	
WM. BRUCE, <i>Capt. 37th Regt.</i>		<i>on behalf of the Crown.</i>	[L.S.]
W. ALLAN, <i>Commissioner.</i>		MESEQUESCON, (totem)	[L.S.]
ALEX. WOOD, <i>Commissioner.</i>		INDANWAYWEY, (totem)	[L.S.]
		KAYBESHKANG, (totem)	[L.S.]

THIS INDENTURE, made the sixth day of August, in the year of Our Lord one thousand eight hundred and sixteen, between Mesequescon, Indanwaywey and Kaybeshkang, the Principal Chiefs of the Mississague Nation of Indians on behalf of themselves and their nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of one hundred and seven pounds lawful money of Upper Canada to the said Mesequescon, Indanwaywey and Kaybeshkang in hand well and truly paid by His said Majesty at or before the sealing and delivery of these presents, the receipt whereof they the said Mesequescon, Indanwaywey and Kaybeshkang do hereby acknowledge, and from the same and every part thereof do severally and respectively acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents.

They the said Mesequescon, Indanwaywey and Kaybeshkang have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell alien release and confirm unto His said Majesty (in His actual possession now being by virtue of a bargain and sale to Him thereof made by the said Mesequescon, Indanwaywey and Kaybeshkang in consideration of five shillings apiece by Indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of the statute made for transferring uses into possession), and to His heirs and successors, all that parcel or tract of land, situate and lying in the Township of Thurlow, in the Midland District, and fronting upon the Bay of Quinté at the mouth of the River Moira, and containing by estimation four hundred and twenty-eight acres of land, be the same more or less, which said four hundred and twenty-eight acres of land are butted and bounded, or may be otherwise known as follows, that is to say: Commencing on the north shore of the Bay of Quinté, at the south-west angle of lot number five, in front, in the Township of Thurlow; then north sixteen degrees west two hundred and forty-five chains twenty seven links, may the same be more or less, to the allowance for road in front of the third concession in the said township; then south seventy-four degrees west eighteen chains fifty links, more or less, to the limit between lots number two and three; then south sixteen degrees to the waters of the Bay of Quinté at the mouth of the River Moira; then along the water's edge following the several courses thereof, with the stream, to the place of beginning. To have and to hold the said parcel or tract of land, and all and singular other the premises mentioned to be hereby granted and released, as afore-said, with their and every of their appurtenances unto His said Majesty, His heirs and successors to the uses of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us:	}	J. GIVINS, <i>S.I.A.</i> , <i>on behalf of the</i>	
WM. BRUCE, <i>Captain 37th Regiment.</i>		<i>Crown.</i>	[L.S.]
W. ALLAN, <i>Commissioner.</i>		MESEQUESCON, (totem)	[L.S.]
ALEX. WOOD, <i>Commissioner.</i>		INDANWAYWEY, (totem)	[L.S.]
		KAYBESHKANG, (totem)	[L.S.]

No. 18.

ARTICLES OF PROVISIONAL AGREEMENT entered into on Saturday, the seventeenth day of October, 1818, between the Honourable William Claus, Deputy Superintendent General of Indian Affairs in behalf of His Majesty, of the one part, and Musquakie, or Yellow Head, Chief of the Rein Deer Tribe, Kaqueticum, Chief of the Cat Fish Tribe, Maskigonce of the Otter Tribe, Manitonobe of the Pike Tribe, Principal Men of the Chippewa Nation of Indians, inhabiting the northern parts of the unpurchased lands within the Home District, of the other part, Witnesseth: that for and in consideration of the yearly sum of twelve hundred pounds, Province currency, in goods at the Montreal price to be well and truly paid yearly and every year by His said Majesty to the said Chippewa Nation, inhabiting and claiming the said tract, which may be otherwise known as follows: Bounded by the District of London on the west, by Lake Huron on the north, by the Penetanguishine purchase (made in 1815) on the east, by the south shore of Kempenfelt Bay, the western shore of Lake Simcoe and Cook's Bay and the Holland River to the north-west angle of the Township of King, containing by computation one million five hundred and ninety-two thousand acres; and the said Musquakie, Kaqueticum, Maskigonce and Manitonobie, as well for themselves as for the Chippewa Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity.

And the said William Claus, in behalf of His Majesty, does hereby promise and agree to pay to the said Nation of Indians inhabiting as above mentioned, yearly and every year for ever, the said sum of twelve hundred pounds currency in goods at the Montreal price, which sum the said Chiefs and Principal People parties hereunto acknowledge as a full consideration for the Lands hereby sold and conveyed to His Majesty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of King.

Signed, sealed and delivered in)	{	W. CLAUS, <i>Dep. Supt. Gen.</i> ,	[L.S.]
the presence of:		<i>on behalf of the Crown,</i>	
J. GIVINS,	{	MUSQUAKIE, or YELLOW HEAD, (totem)	[L.S.]
<i>Supt. Indian Affairs.</i>		KAQUETICUM, or SNAKE, (totem)	[L.S.]
ALEX. McDONELL,		MUSKIGONCE, or SWAMP, (totem)	[L.S.]
<i>Asst. Sec'y Indian Affairs.</i>		MANITONOBE, or MALE DEVIL, (totem)	[L.S.]
JOHN CLAUS.	{	MANITOBNINCE, or DEVIL'S BIRD, (totem)	[L.S.]

True Copy,

W. CLAUS, *Dep. Supt. Gen. Indian Affairs.*

No. 19.

ARTICLES OF PROVISIONAL AGREEMENT, entered into on Wednesday, the twenty-eighth day of October, 1818, between the Honourable William Claus, Deputy Superintendent General of Indian Affairs on behalf of His Majesty, of the one part, and Adjutant, Chief of the Eagle Tribe, Weggishigomin of the Eagle Tribe, Kawwahkitahqubi of the Otter Tribe, Cabibonike of the Otter Tribe, and Pagitaniquatoibe of the Otter Tribe, Principal Men of the Mississagua Nation of Indians inhabiting the River Credit, Twelve and Sixteen Mile Creeks, on the north shore of Lake Ontario, within the Home District, of the other part, Witnesseth: that for and in consideration of the yearly sum of five hundred and twenty-two pounds ten shillings Province currency in goods at the Montreal price to be well and truly paid yearly and every year by His said Majesty to the said Mississagua Nation inhabiting and claiming the said tract, which may be otherwise known as follows: "A tract of land in the Home District, called the Mississagua tract," bounded southerly by the purchase made in 1806; on the east by the Townships of Etobicoke, Vaughan and King; on the south-west by the Indian purchase, extending from the outlet at Burlington Bay, north

forty-five degrees west fifty miles, and from thence north seventy-four degrees east or thereabout to the north-west angle of the Township of King, containing by computation six hundred and forty-eight thousand acres; and the said Adjutant, Weggishgomin, Cabibonike, Pagitaniquatoibe and Kawahkitahquebi, as well for themselves as for the Mississagua Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity. And the said William Claus, on behalf of His Majesty does hereby, promise and agree to pay to the said Nation of Indians inhabiting as above mentioned, yearly and every year for ever the said sum of five hundred and twenty-two pounds ten shillings currency in goods at the Montreal price, which sum the said Principal Chiefs and people, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

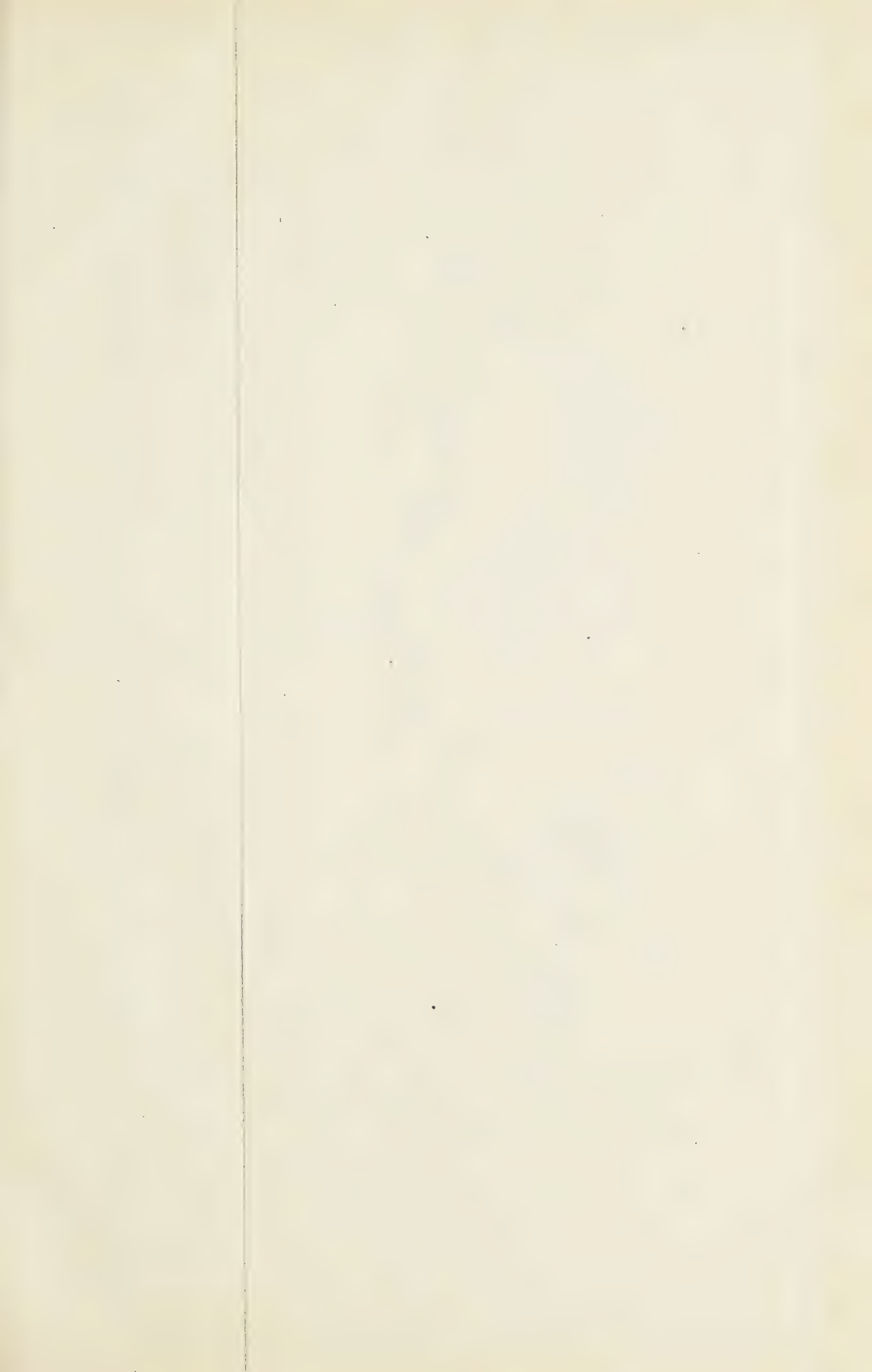
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of Toronto.

Signed, sealed and delivered in the
presence of
J. GIVINS,
Supt. Indian Affairs.
WM. HANDS, JR.,
Clerk Indian Dept.
WM. GRUET,
Intr. Indian Dept.

W. CLAUS, D.S.G.,
on behalf of the Crown. [L.S.]
ADJUTANT, (totem) [L.S.]
WEGGISHGOMIN, (totem) [L.S.]
CABIBONIKE, (totem) [L.S.]
PAGITANIKUATOIBE, (totem) [L.S.]
KAWAHKITAHAQUIBE, (totem) [L.S.]

No. 20.

ARTICLES OF PROVISIONAL AGREEMENT entered into on Thursday, the fifth day of November, 1818, between the Honorable William Claus, Deputy Superintendent General of Indian Affairs, in behalf of His Majesty, of the one part, and Buckquaquet, Chief of the Eagle Tribe; Pishikinse, Chief of the Rein Deer Tribe; Pahtosh, Chief of the Crane Tribe; Cahgahkishinse, Chief of the Pike Tribe; Cahgagewin, of the Snake Tribe; and Pininse, of the White Oak Tribe, Principal Men of the Chippewa Nation of Indians inhabiting the back parts of the New Castle District, of the other part, Witnesseth: that for and in consideration of the yearly sum of seven hundred and forty pounds Province currency in goods at the Montreal price to be well and truly paid yearly, and every year, by His said Majesty to the said Chippewa Nation inhabiting and claiming the said tract which may be otherwise known as follows: A tract of land situate between the western boundary line of the Home District and extending northerly to a bay at the northern entrance of Lake Simcoe, in the Home District, commencing on the western division line of the Midland District at the north-west angle of the Township of Rawdon; then north sixteen degrees west thirty-three miles, or until it strikes the line forty-five; then along said line to a bay at the northern entrance of Lake Simcoe; then southerly along the water's edge to the entrance of Talbot River; then up Talbot River to the eastern boundary line of the Home District; then along said boundary line south sixteen degrees east to the north-west angle of the township of Darlington; then along the northern boundary line of the townships of Darlington, Clarke, Hope and Hamilton to the Rice Lake; then along the southern shore of said lake and of the River Trent to the western division line of the Midland District; then north sixteen degrees west to the place of beginning, containing about one million nine hundred and fifty-one thousand acres. And the said Buckquaquet, Pishikinse, Pahtosh, Cahgahkishinse, Cahgagewin and Pininse, as well for themselves as for the Chippewa Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity. And the said William Claus, in behalf



of His Majesty, does hereby promise and agree to pay to the said Nation of Indians inhabiting as above mentioned, yearly, and every year, forever, the said sum of seven hundred and forty pounds currency in goods at the Montreal price, which sum the said Chiefs and Principal People, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of Hope, Smith's Creek.

Signed, sealed and delivered in the }
presence of

J. GIVINS, *S.I.A.*

WM. HANDS, *Sen., Clerk Ind. Dept.*

WM. GRUET, *Interpreter, Ind. Dept.*

W. CLAUS, <i>Depy. Supt. Gen. I.A.,</i>	
<i>on behalf of the Crown.</i>	[L.S.]
BUCKQUAQUET, (totem)	[L.S.]
PISHIKINSE, (totem)	[L.S.]
PAHTOSH, (totem)	[L.S.]
CAHGAHKISHINSE, (totem)	[L.S.]
CAHGAGEWIN, (totem)	[L.S.]
PININSE, (totem)	[L.S.]

The manner in which the yearly payment was to have been made to you, for the lands which you had ceded to the Crown on the fifth day of November, 1818, not having been sufficiently explicit and defined in the Provisional Agreement: In order to obviate any difficulty or misconstruction which might hereafter arise I have called you together for the purpose of explaining to you the manner in which it is intended that the payment shall be made and in order that you may subscribe your names on the back of the Provisional Agreement as acquiescing and approving of the same as follows. viz.:—Every man, woman and child to receive to the amount of ten dollars in goods at the Montreal prices, so long as such man, woman or child shall live, but such annuity to cease and be discontinued to be paid in right of any individual who may have died between the respective periods of payment, and the several individuals then living, only, shall be considered as entitled to receive the yearly payment of ten dollars in goods as above stated.

No. 21.

ARTICLES OF PROVISIONAL AGREEMENT entered into on the ninth day of March, one thousand eight hundred and nineteen, between John Aiken, Esquire, on behalf of His Majesty of the one part, and Tomnago, Weyawawenind, Nawbowe, Maytoyzewon, Sawgawswy, Moquanmmiss, Tekummegawsay, Paymekawnawwassegay, Quoikkegieck, Pawbetang and Wahwejawtin, Principal men of the Chippewa Nation of Indians inhabiting the tract of land hereinafter described, of the other part. Witnesseth: That for and in consideration of the yearly sum of six hundred pounds Province currency, one-half in specie and the other in goods at the Montreal price, to be well and truly paid yearly and every year by His said Majesty to the said Chippewa Nation inhabiting and claiming the said tract of land which may be otherwise known as follows, viz.:—Commencing on the northerly side of the River Thames at the south-west angle of the Township of London; thence along the western boundary line of the Township of London in a course twenty-one degrees thirty minutes west twelve miles to the north-west angle of the said township; then on a course about south sixty-two degrees thirty minutes west forty-eight miles more or less, until it intersects a line on a course produced north two miles from the north-east angle of the Shawanoe Township; then south two miles to the north-east angle of the said Shawanoe Township; then along the eastern boundary line of the said township twelve miles and a-half, more or less, to the northern boundary line of the Township of Chatham; then east twenty-four miles, more or less, to the River Thames; then along the water's edge of the River Thames against the stream to the place of beginning, reserving a tract of land (colored red) on the plan accompanying this description situate on the northerly side of the River Thames nearly opposite to the northerly angle of the Township of Southwold and south-west angle of the Delaware Township, containing fifteen thousand three hundred and sixty acres; also reserving two miles square distant about

four miles above the rapids near the source of Big Bear Creek, where the Indians have their improvements, and nearly parallel to the Moravian Village containing five thousand one hundred and twenty acres, leaving five hundred and fifty two thousand one hundred and ninety acres, more or less, for the contents of the purchase. And the said Tommago, Weyawwenind, Nawbowe, Maytozewon, Sawgawsway, Moquammiss, Tekummegawsay, Paymekawnawwassegay, Quoik-kegick, Pawbetang and Wahwejawtin as well for themselves as for the Chippewa Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity. And the said John Aiken, Esquire, on behalf of His Majesty, does hereby promise and agree to pay to the said Nation of Indians inhabiting as aforementioned yearly, and every year, for ever, the said sum of six hundred pounds Province currency, one half in specie, and the other half in goods at the Montreal price, which sum the said Chiefs and Principal People, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of Malden.

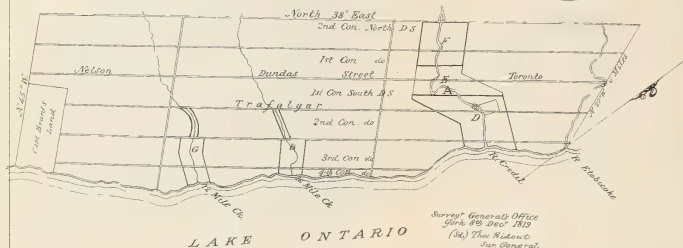
Signed, sealed and delivered in the presence of:	JOHN AIKEN,	
THEOP. HUNT, <i>Capt., 70th Regt.</i>	<i>on behalf of the Crown.</i>	[L.S.]
H. H. WILLSON, <i>Lieut., Royal Eng.</i>	TOMMAGO, (totem)	[L.S.]
R. RUNASAME, <i>Surg., Indian Dept.</i>	WEYAWWENIND, (totem)	[L.S.]
J. BROWNE, <i>Ens., 70th Regt.</i>	NAWBOWE, (totem)	[L.S.]
GEO. IRONSIDE,	MAYTOZEWON, (totem)	[L.S.]
GEO. F. RAPP, <i>Int'r, Indian Dept.</i>	SAGAWSWAY, (totem)	[L.S.]
J. BTE. CADOTTE, <i>Int'r.</i>	MOQUAMMISS, (totem)	[L.S.]
	TEKUMMEGAW SAY, (totem)	[L.S.]
	PAYMEKAWNAWWASSEGAY, (totem)	[L.S.]
	QUOIKKEGICK, (totem)	[L.S.]
	PAWBETANG, (totem)	[L.S.]
	WAYWEJAYTIN, (totem)	[L.S.]
	KAYNOTANG, (totem)	[L.S.]

No. 22.

THIS INDENTURE, made the twenty-eighth day of February, in the year of Our Lord one thousand eight hundred and twenty, between Acheton, Newoiquequash, Woiqueshequome, Paushetawnouquitohe and Wabakagige, the Principal Chiefs, Warriors and people of the Mississagua Nation of Indians of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of twenty shillings of lawful money of the Province of Upper Canada by His said Majesty to the said Acheton, Newoiquequah, Woiqueshequome, Paushetawnouquitohe and Wabakagige in hand well and truly paid at or before the sealing and delivery of these presents, the receipts whereof the said Acheton, Newoiquequah, Woiqueshequome, Paushetawnouquitohe, Wabakagige, do hereby acknowledge, and of and from the same and every part thereof do acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents.

They the said Acheton, Newoiquequah, Woiqueshequome, Paushetawnouquitohe and Wabakagige, have and each of them hath granted, bargained, sold, released, surrendered, and forever yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender, and forever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, being and lying in Township of Toronto, in the County of York, in the Home District and

PLAN
OF THE
TRACT OF LAND
Purchased from the Mississauga Indians in 1806.



Survey General's Office
York 8th Dec^r 1819
(Sd) Thos Ridout
Sur General

See the descriptions for the subdivision and purchase of the Indian Reserve on the River Credit by the letters D, E, F, and also for those on the 12 and 16 Mile Creeks by letters B, & G.

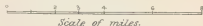
Indian Reservations on the River Credit and 12 & 16 Mile Creeks

are colored by a yellow border-(in original)-	Contents as follow	Acres
A on the River Credit	.....	9400
B on the 16 Mile Creek including Flats in the 2 nd Con S D S.	.....	1120
G on the 12 Mile Creek ..	do ..	1420
	Total	10540 Acres.

Sur. Gens. office, 22 Jan^y 1820.

(Sd) Thos. Ridout
Survey^r General

Survey Gens Office
York 22nd Jan^y 1820.



Province of Upper Canada and marked "D" on the plan of this Indenture annexed, being the easterly part of the Mississagua Indian Reserve on the River Credit, in the said Township of Toronto, which said parcel or tract of land is butted and bounded or may be otherwise known as follows, that is to say : Commencing in the southern boundary of the said reserve at a large white oak squared post, planted by Mr. Wilmot, Deputy Surveyor, in the year one thousand eight hundred and six, standing on the bank of Lake Ontario, one mile south-westerly from the said river; thence north sixty-nine degrees west sixty-three chains thirty-one links, more or less, to where the said boundary line forms the first angle; thence south sixty-four degrees west one hundred and ninety-one chains, more or less, to where the said boundary line forms the second angle; thence north forty-five degrees west twenty chains, more or less, to within the distance of fifty chains of the eastern limit of Dundas street; thence north thirty-eight degrees east parallel to Dundas street three hundred chains, more or less, to the intersection of the said line with the northern boundary line of the said reserve, produced on a course north sixty-nine degrees west from a squared white oak post planted in the year one thousand eight hundred and six by the said Deputy Surveyor, piled with stone, near the bank of Lake Ontario, one mile from the River Credit, at right angles from the general course to the first bend of the said river, which is north sixty-nine degrees west; thence along the said northern boundary line on a course south sixty-nine degrees east one hundred and eighty-five chains, more or less, to Lake Ontario at the last mentioned squared post; thence along the water's edge of the said lake to the place of beginning, containing by admeasurement four thousand acres, be the same more or less. And also all that certain other parcel or tract of land situate, lying and being in the said Township of Toronto and marked "F" on the plan of this Indenture annexed, being the western part of the Mississagua Indian Reserve on the River Credit in the aforesaid Township of Toronto, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say : Commencing in the southern boundary of the said reserve at the distance of fifty chains, on a course north forty-five degrees west from the western limit of Dundas street; thence north forty-five degrees west one hundred and fifty-one chains, more or less, to the eastern limit of the allowed for road in rear of the second concession, north of Dundas street, being the western boundary of the said reserve; thence along the western boundary aforesaid on a course north thirty-eight degrees east parallel to Dundas street, one hundred and sixty chains, more or less, to the northern boundary of the said reserve; thence south forty-five degrees east one hundred and fifty-one chains, more or less, until it intersects a line produced on a course north thirty-eight degrees east parallel to Dundas street from the place of beginning, containing by admeasurement two thousand four hundred acres, be the same more or less. And also all that other certain parcel or tract of land situate, lying and being in the Township of Trafalgar, in the County of Walton, in the District of Gore and Province of Upper Canada, marked "B" in the plan to this Indenture annexed, including the flats or low grounds in the second concession south of Dundas street, being the Mississagua Indian Reserve on the Sixteen Mile Creek in the aforesaid Township of Trafalgar, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say : Commencing on Lake Ontario on the northern boundary of the said reserve at a squared post marked "M.I.R., N. 45° W.," planted by Mr. Wilmot, Deputy Surveyor, in the year one thousand eight hundred and six,—about half a mile north-easterly of the mouth of the said creek; thence north forty-five degrees west one hundred and eighteen chains, more or less, to the eastern limit of the allowed for road between the second and third concessions, south of Dundas street being the northerly angle of the said reserve; thence south thirty-eight degrees west seventy chains, more or less, to the flats or low grounds on the northerly side of the Sixteen Mile Creek; thence following the northerly edge of the said flats or low grounds to the allowance for road between the first and second concessions, south of Dundas street; thence south thirty-eight degrees west (crossing the said creek) ten chains, more or less, to the edge of the flats or low

grounds on the southerly side of the said creek; thence down the said creek along the southerly edge of the flats or low grounds aforesaid to the eastern limit of the allowance for road between the second and third concessions south of Dundas street; thence south thirty-eight degrees west four chains, more or less, to the westerly angle of the Mississagua Indian Reserve on the said creek; thence south forty-five degrees east along the southern boundary of the said reserve one hundred and twenty-three chains, more or less, to Lake Ontario, at a black ash tree having two bodies from the same root, marked "M.I.R., N. 45° W."; thence north-easterly along the shore of Lake Ontario to the place of beginning; containing by admeasurement one thousand one hundred and twenty acres, be the same more or less. And also all that certain other parcel or tract of land situate, being and lying in the Township of Trafalgar aforesaid and marked "G" on the plan to this Indenture annexed, including the flats or low grounds in the second concession south of Dundas street, being the Mississagua Indian Reserve on the Twelve Mile Creek in the aforesaid Township of Trafalgar, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is : Commencing on Lake Ontario in the northern boundary of the said reserve at a squared oak post piled round with stone, marked "M.I.R., N. 66° W."; planted by Mr. Wilmot, Deputy Surveyor, in the year one thousand eight hundred and six, about half a mile north-easterly from the mouth of the said creek; thence north sixty-six degrees west one hundred and seven chains, more or less, to where the said boundary line forms the first angle; thence north thirty-six degrees west fifty-seven chains, more or less, to the eastern limit of the allowance for road between the second and third concessions, south of Dundas street, where the said boundary line forms the second angle; thence south thirty-eight degrees west thirty-three chains more or less to the flats or low grounds on the northerly side of the said creek; thence following the northerly edge of the said flats or low grounds to the allowance for road between the first and second concessions, south of Dundas street; thence south thirty-eight degrees west crossing the Twelve Mile Creek ten chains, more or less, to the edge of the flats or low grounds on the southerly side of the said creek; thence down the said creek along the southerly edge of the flats or low grounds aforesaid unto the eastern limit of the allowance for road between the second and third concessions, south of Dundas street; thence south thirty-eight degrees west thirty-seven chains, more or less, to the westerly angle of the Mississagua Indian Reserve on the said creek; thence south thirty-six degrees east fifty-seven chains, to where the said boundary line forms the first angle; thence south sixty-six degrees east one hundred and seventeen chains, more or less, to Lake Ontario at a post squared and marked "M.I.R., N. 66° W."; thence north-easterly along the shore of the said lake to the place of beginning; containing by admeasurement one thousand four hundred and twenty acres, be the same more or less. Together with all the woods and waters therein lying and being and all and singular the rights, privileges and appurtenances thereto belonging and especially all sole and exclusive rights of fisheries on the said Twelve and Sixteen mile Creeks and the said River Credit heretofore reserved to or possessed by the said Nation of Mississagua Indians. Saving and reserving, nevertheless, always to the said Acheton, Newoiquiquah, Woiqueshequome, Pausetawnougetohe and Wabakagige and the people of the Mississagua Nation of Indians and their posterity for ever a certain parcel or tract of land containing two hundred acres, being part of the before-mentioned tract marked "D" heretofore described as the easterly part of the Mississagua or Indian Reserve on the Credit River, in the Township of Toronto aforesaid, which said two hundred acres of land are butted and bounded, or may be otherwise known as follows, that is to say : Commencing on the northerly side of the River Credit at the distance of about one mile and a quarter from the mouth of the said river; thence along the same (reckoning the distance by a straight course) forty chains; thence north nineteen degrees east fifty-five chains; thence south sixty-nine degrees east forty chains; thence south nineteen degrees west to the River Credit, the place of beginning. To have and to hold all and singular the several



PLAN
OF THE
Tract of Land
purchased from the Mississaugas Indians



Surveyor Genl's Office
York 8 Decr 1879
(Sd.) Thos Ridout
Sur General

See the description for the
subdivision & purchase on
the Indian Reservation on
the River Credit by the tel-
lers D, E, F, and also for
those on 12 & 16 mile Creech
by tellers B & G

Sur Genl's Office, 22nd Jan'y 1880

Indian Reservations on the River Credit and
12 & 16 Mile Creech are shown by a yellow border.

Contents as follow Acres

A on the River Credit 8200

B on the 16 Mile Creech including flats in the 2nd Con. S.D.S. 1120

G on the 12 Mile Creech . 20 . . . do . . . 1220

Total . . . 10940 acres

(Sd.) Thos. Ridout
Surveyor Genl

Surveyor Genl's office
York 22nd Jan'y 1880

parcels or tracts of land above described marked "D" "F" "B" and "G" except as heretofore is excepted with their and every of their appurtenances as unto His said Majesty, His heirs and successors, upon the trust and to the intent that His said Majesty, His heirs and successors may out of the proceeds of the profits of the said Lands and premises arising from the sale or leasing or such other disposition of the same or any part thereof as to His said Majesty, His heirs or successors may seem meet, may make provision for the maintenance and religious instruction of the people of the Mississagua Nation of Indians and their posterity according to His Majesty's gracious intention.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in }
presence of }

J. GIVINS,
Sup. Indian Affairs,
D. CAMERON,
N. COFFIN,
J. P. CATTY,
Lt. Royal Engineers Commanding,
D. J. SKENE,
Lt. 68th Light Regiment,
ARTHUR MAIR,
Ensign 68th Light Regiment,
J. L. TIGHE,
H. Assist. Surg. to the Forces,
ALEX. McDONNELL,
Asst. Secy., I.A.,
WM. GRUET,
Interpreter Indian Department.

W. CLAUS, *Dy. S. G. of I. A.,*
on behalf of the Crown. [L.S.]
ACHETON, (totem) [L.S.]
NEVOIQUEUAH, (totem) [L.S.]
WEIQUESQUOME, (totem) [L.S.]
PAUSHETAUNONQUITOHE, (totem) [L.S.]
WABAKAGIGO, (totem) [L.S.]

No. 23.

THIS INDENTURE made the twenty-eighth day of February, in the year of Our Lord one thousand eight hundred and twenty, between Acheson, Newoiquequah, Woiqueshequome, Pausbetaunouquitohe and Wabakagigo, the principal chiefs, warriors and people of the Mississagua Nation of Indians, of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part Witnesseth : that for and in consideration of the sum of Fifty Pounds, Province Currency, of lawful money of the Province of Upper Canada, by His said Majesty to the said Acheson, Newoiquequah, Woiqueshequome, Pausbetaunouquitohe and Wabakagigo, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they the said Acheson, Newoiquequah, Woiqueshequome, Pausbetaunouquitohe and Wabakagigo, do hereby acknowledge, and of and from the same and every part thereof, do acquit, release and discharge His said Majesty, His heirs and successors, for ever by these presents. They the said Acheson, Newoiquequah, Woiqueshequome, Pausbetaunouquitohe and Wabakagigo, have, and each of them hath granted, bargained, sold, released, surrendered and for ever yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender and for ever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being in the Township of Toronto, in the County of York, in the Home District and Province of Upper Canada, and marked "E" on the plan to this indenture annexed, being the central part of the Mississagua Indian Reserve on the River Credit, in the said Township of Toronto, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say :—Com-

mencing in the eastern limit of Dundas Street, in the southern boundary of the said Indian Reserve; thence south forty-five degrees east fifty chains; thence north thirty-eight degrees east parallel to Dundas Street, three hundred chains, more or less, to the northern boundary of the said Reserve; thence north sixty-nine degrees west twelve chains to where the said boundary line forms the first angle; thence south sixty-four degrees west one hundred and fifty-five chains, more or less, to where the said boundary line forms the second angle; thence north forty-five degrees west twenty chains, more or less, until it intersects a line north of Dundas Street and parallel thereto, produced on a course north thirty-eight degrees east at the distance of fifty chains on a course north forty-five degrees west from the western limit of Dundas Street; thence south thirty-eight degrees west parallel to the said street, one hundred and sixty chains, more or less, to the southern boundary line of the said Reserve; thence south forty-five degrees east fifty-one chains, more or less to the place of beginning; containing two thousand acres, more or less, together with all the woods and waters thereon lying and being and all and singular the rights, privileges and appurtenances thereto belonging. To have and to hold the said parcel and tract of land and premises with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors forever.

IN WITNESS WHEREOF the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the
presence of

J. P. CATTY, *Lieut. Royal Engrs.,
Comdg.*

ARTHUR MAIR, *Ens. 68 Light Regt.*

J. L. TIGHE, *H. Asst. Surg. to the
Forces.*

D. J. SKENE, *Lieut. 68 Light Regt.*

D. CAMERON.

N. COFFIN.

J. GIVINS, *Supt. Indian Affairs.*

ALEX. McDONELL, *Asst. Secy. I. A.*

WM. GRUET, *Int'r. Indian Dept.*

W. CLAUS, *D. S. G. of I. A.,
on behalf of the Crown,*

[L.S.]

ACHETON, (totem)

[L.S.]

WIEQUESQUOME, (totem)

[L.S.]

NEWOIQUEQUAH, (totem)

[L.S.]

PAUSHETAUNOQUETOHE, (totem)

[L.S.]

WABAKAGEGO, (totem)

[L.S.]

Received the day and year within mentioned of His Majesty George the Third the sum of Fifty Pounds Province Currency, being in full of the consideration money within mentioned to be paid to us.

We say received the same by us.

Witness hereto:

J. P. CATTY, *Lt. Royal Engrs. Comg.*

D. J. SKENE, *Lt. 68 Light Regt.*

ARTHUR MAIR, *Ens. 68th Light Regt.*

J. L. TIGHE, *H. Asst. Surg. to the
Forces.*

D. CAMERON,

D. COFFIN,

ALEX. McDONELL, *Asst. Secy. I.A.*

ACHETON (totem)

WIEQUESQUOME (totem)

NEWOIQUEQUAH (totem)

PAUSHETAUNONQUETOKE (totem)

WABAKAGIGO (totem)

No. 24.

THIS INDENTURE made the Twentieth day of July, in the year of Our Lord one thousand eight hundred and twenty, between John Green, Anthony Smart, Joseph Smart, Brant Koa, Nicholas Crawford, David Claus, Daniel Green, Tawaneway, Abram Markle, Moses Lewis, Francis Markle, and John Hill, Chiefs and Principal Men of the Mohawk or Six Nations Indians possessing and residing on the tract of land commonly called the Mohawk Township, in the County of Hastings, in the

Midland District, of the one part, and Our Sovereign Lord George the Fourth of the United Kingdom of Great Britain and Ireland, King Defender of the Faith of the other part. Whereas His late Majesty King George the Third of Glorious Memory, in consideration of the attachment and fidelity of the Chief Warriors and People of the Six Nations of Indians, and being desirous of shewing His royal approbation of the same, and of recompensing the losses they had sustained, did give and grant unto the Chief Warriors and the people of the said Six Nations and their heirs forever, all that district or territory of land, being parcel of a certain district lately purchased of the Mississagua Nation and bounded as follows, that is to say: In front by the Bay of Quinté, between the mouths of the River Shannon and Bowin's Creek, about twelve miles, westerly by a line running north sixteen degrees west from the west side of the mouth of the River Shannon, and easterly by a line running north sixteen degrees west from the mouth of Bowin's Creek, and northerly by a line running east sixteen degrees north and west sixteen degrees south at the distance of about thirteen miles back from the Bay of Quinté, measured on the western boundary aforesaid to the north-east angle of the Township of Thurlow, with a proviso or condition in the said grant contained, that if at any time the said Chiefs, Warriors, women and people of the said Six Nations should be inclined to dispose of and surrender their use and interest in the said district or territory, the same should be purchased only for Our said Sovereign Lord the King, His Heirs and Successors at some assembly of the Chief Warriors and people to be held for that purpose.

And whereas by articles of Provisional agreement entered into at Kingston, in the County of Frontenac, in the Midland District and Province of Upper Canada, on the twenty-first day of May, in the year of Our Lord one thousand eight hundred and nineteen, between the Honorable William Claus, Esquire, Deputy Superintendent General of Indian Affairs, on the part and behalf of His late Majesty King George the Third, of the one part, and the Chiefs and Principal Men of the Mohawk Nation claiming and residing on the said tract or parcel of land, of the other part, they the said Chiefs and Principal Men of the Mohawk Nation, for the consideration hereafter mentioned, did agree as well on their own behalf as on behalf of the Mohawk Nation residing as aforesaid, to sell to His said Majesty, His heirs and successors, a certain part or portion of the said tract of land so granted to them as aforesaid, as the same is hereinafter particularly described. Now this Indenture witnesseth that John Green, Anthony Smart, Joseph Smart, Brant Koa, Nicholas Crawford, David Claus, Daniel Green, Tawaneway, Abram Markle, Moses Lewis, Francis Markle and John Hill, Chiefs and Principal Men of the Mohawk Nation claiming and residing on the said tract of land, commonly called the Mohawk Township, in the Bay of Quinté, for and in consideration of the annual sum or payment of four hundred and fifty pounds of lawful money of the Province of Upper Canada to be paid in each and every year to the Mohawk Indians residing on the said tract, and their posterity for ever hereafter in goods at the Montreal prices, have and each of them hath granted, bargained, sold, surrendered, released and yielded up, and by these presents do and each of them doth, grant, bargain, sell, surrender, release and yield up unto our present sovereign Lord the King's most excellent Majesty, His heirs and successors, all and singular that parcel or tract of land in the Mohawk Township, on the Bay of Quinté, in the County of Hastings, in the Midland District, bounded on the west by the eastern limit of the allowance for road on the eastern boundary of Thurlow, on the east by the western limit of the allowance for road on the western boundary line of Richmond, and on the north and south by unconceded lands of the said Indians, containing fifty-two square miles, which said fifty-two square miles are described as follows, that is to say:

Commencing at the south west angle of the said tract, where a post has been planted at the distance of fifty chains from the southern limit of the allowance for road in front of the second concession of Thurlow in the eastern limit of the allowance for road on the eastern boundary of the said Township of Thurlow on a course south sixteen degrees east at the distance of seventy-five chains from the mouth of Salmon

River, in the Bay of Quinté, measured on the eastern limit of the said boundary, on a course north sixteen degrees west; thence north eighty-two degrees thirty minutes east parallel to a line produced from the front of the second concession in Thurlow to the front of the third concession of Richmond, eight hundred and sixteen chains, eighty-seven links, more or less, to where a post has been planted at the south-east angle of the said tract in the western limit of the allowance for road on the western boundary of the Township of Richmond, at the distance of one hundred and sixty-three chains from the Bay of Quinté; thence north sixteen degrees thirty minutes west along the western limit of the said allowance for road four hundred and fourteen chains to where a post has been planted at the north-east angle of the said tract; thence south eighty-two degrees thirty minutes west parallel to the southern boundary eight hundred and sixteen chains eighty-seven links, more or less, to where a post has been planted at the north-west angle of the said tract, in the eastern limit of the allowance for road on the eastern boundary of Thurlow; thence south sixteen degrees east along the said limit four hundred and fourteen chains, more or less, to the place of beginning; containing thirty-three thousand two hundred and eighty acres, more or less, together with all and every of the woods and underwoods, ways, waters, water courses, improvements, profits, commodities, hereditaments and appurtenances thereon lying and being, or thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, with their and every of their appurtenances; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity of them, the said chiefs and principal men and of the said people of the Mohawks or Six Nations Indians and their heirs and posterity for ever, of, in, to, or out of the said parcel or tract of land, and premises herein last particularly described, with their and every of their appurtenances, to have and to hold the said tract or parcel of land, containing fifty-two square miles (equal to thirty-three thousand two hundred and eighty acres of land) above described, and premises with the appurtenances unto our said Sovereign Lord, the now King, His heirs and successors for ever, to the only proper use, benefit and behoof of our said Sovereign Lord, the now King, His heirs and successors for ever, and the Honorable William Claus, Esquire, Deputy Superintendent-General of Indian Affairs, as aforesaid, on behalf of our said Lord the King, His heirs and successors, doth for himself and his successors in office, covenant and agree to pay or cause to be paid yearly and every year in perpetuity, to the said Mohawk Indians now residing on the said tract, commonly called the Mohawk Township, and to their posterity, the said sum of four hundred and fifty pounds of lawful money of the said Province of Upper Canada, to be paid in goods at the Montreal prices.

IN WITNESS WHEREOF, the above named Chiefs and Principal men of the said Mohawk or Six Nations Indians and the said Honorable William Claus on behalf of His said Majesty, have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in }

presence of

J. TREDENNICK, *Capt. 70th Regt.*
G. A. GOLDFROP, *Lieut. 70th Regt.*
ROBERT V. KERR,
JOHN CLAUS,
JOHN FERGUSON,
BENJ. FAIRCHILD.

W. CLAUS, <i>Dy. S. G. of I. A., on</i>	
<i>behalf of the Crown.</i>	[LS]
his	
JOHN X GREEN,	[LS]
mark.	
his	
ANTHONY X SMART,	[L.S.]
mark.	
his	
JOSEPH X SMART,	[L.S.]
mark.	
his	
BRANT X KOA,	[L.S.]
mark.	

{	his	NICHOLAS X CRAWFORD,	[L.S.]
	mark.		
		DAVID CLAUS,	[L.S.]
	his		
		DANIEL X GREEN,	[L.S.]
	mark.		
	his	TAWANEWAY, X	[L.S.]
	mark.		
	his	ABRAM X MARKLE,	[L.S.]
	mark.		
his	MOSES X LEWIS,	[L.S.]	
mark.			
his	FRANCIS X MARKLE,	[L.S.]	
mark.			
his	JOHN X HILL,	[L.S.]	
mark.			

It is hereby expressly declared to be understood and agreed upon by and between the parties to the within Indenture at the time of the execution thereof, that the consideration for the purchase of the land thereby surrendered shall be paid in the following manner, that is to say, that instead of a gross annual payment of four hundred and fifty pounds in goods as within mentioned each individual of the Mohawks or Six Nations Indians now residing on the Mohawk tract in the Bay of Quinté, shall receive during his, her or their life or lives an annual payment of two pounds and ten shillings in goods at the Montreal prices, that being about the share or dividend that would accrue to each individual according to the present population, and that such annual payment of two pounds and ten shillings in goods as aforesaid shall be made for ever hereafter to every individual that may be residing in the said tract at the time of the annual distribution and shall be in full discharge of the consideration in the within deed mentioned, provided that each individual be descended from the present lawful and rightful occupiers of the said tract, and provided also that the amount of each payment shall never exceed in any one year the sum of Four hundred and fifty pounds.

IN WITNESS WHEREOF, we have hereto set our hands and seals this twentieth day of July, in the year of Our Lord one thousand eight hundred and twenty.

Witnesses:

J. TREDENNICK, *Capt. 70th Regt.*
 G. A. GOLDFROP, *Lieut 70th Regt.*
 ROBERT V. KERR,
 JOHN CLAUS,
 JOHN FERGUSON,
 BENJ. FAIRCHILD.

{	his	JOHN X GREEN,	[L.S.]
	mark.		
	his	ANTHONY X SMART,	[L.S.]
	mark.		
	his	JOSEPH X SMART,	[L.S.]
	mark.		
	his	BRANT X KOA,	[L.S.]
	mark.		
	his	NICHOLAS X CRAWFORD,	[L.S.]
	mark.		
	DAVID CLAUS,	[L.S.]	
his			
	DANIEL X GREEN,	[L.S.]	
mark.			

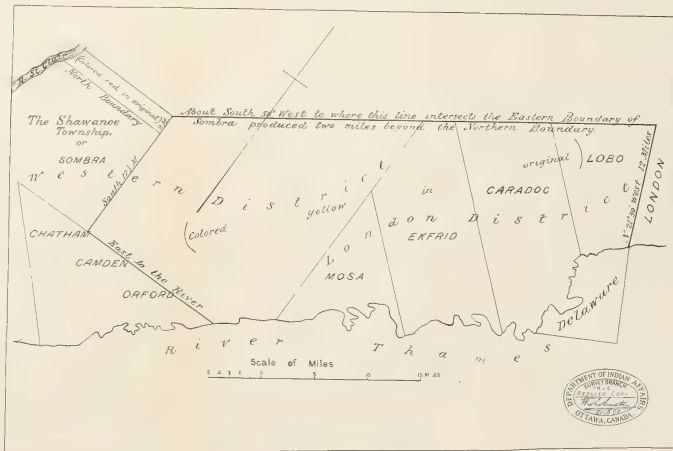
}	his TAWANIWAY, X	[L.S.]
	mark.	
	his ABRAM X MARKLE,	[L.S.]
	mark.	
	his MOSES X LEWIS,	[L.S.]
	mark.	
}	his FRANCIS X MARKLE,	[L.S.]
	mark.	
	his JOHN X HILL,	[L.S.]
	mark.	

No. 25.

THIS INDENTURE, made the eighth day of July, in the year of Our Lord one thousand eight hundred and twenty-two, between Tummago, Metwichewin, Sagawsouai, Maquamiss, Tekumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, the Chiefs and Principal men of the Chippewa Nation of Indians inhabiting and claiming the tract of land hereinafter mentioned and described, of the first part. His Majesty George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the second part, and the Honorable William Claus, of the Town of Niagara, in the District of Niagara, Deputy Superintendent General of Indian Affairs in the Province of Upper Canada, of the third part.

Whereas by a certain provisional agreement entered into the ninth day of May, in the year of Our Lord one thousand eight hundred and twenty, between George Ironside, Superintendent of Indian Affairs on behalf of His late Majesty King George the Third of blessed memory, of the one part, and the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tekumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, of the other part, it was agreed that in consideration of an annuity of two pounds and ten shillings of lawful money of Upper Canada to be paid in merchandise at the Montreal price, to each man, woman and child of the said Chippewa Nation of Indians, then inhabiting and claiming the said tract of land, and who shall be living at the respective times appointed for the delivery of the said merchandise, during their respective lives, and to their posterity for ever, provided the number of annuitants should not at any time exceed two hundred and forty, being the number of persons then composing the said Nation, claiming and inhabiting the said tract of land, they the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tekumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, should surrender to His said late Majesty and His successors, without limitation, or reservation, all that parcel or tract of land lying on the northerly side of the River Thames, in the London and Western Districts of the Province aforesaid, containing about five hundred and eighty thousand acres, and hereinafter more particularly described.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and as well in consideration of the said annuity of two pounds and ten shilling to be paid in merchandise at the Montreal prices to each of the men, women and children of the said Chippewa Nation of Indians who at the date of the said agreement were inhabiting and claiming the said tract of land hereinafter described and intended to



Turnmago		Quekijick	
Metwetchewin		Pawbotang	
Sagawsonai		Mawiattin	
Maquaniss		Pemuseh	
Tecumagasaie		Sagotch	
Pemekumawassigai		Canotung	

Signed, sealed and delivered
in the presence of us
(Sd.) Thomas Vilett
Capt. B. B. Bull, Major 76 Regt. Commander,
Charles Eliot, Lieut. 70 Regt.
Wm. Hinds on CLK Ind. Dept.
Geo. R. Rapp I. I. Dept.

be hereby surrendered to His said Majesty and to their posterity as aforesaid, as of the sum of ten shillings of lawful money of the Province aforesaid, in hand well and truly paid to the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung at or before the sealing and delivery of these presents, the receipt whereof, they the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, do hereby acknowledge, and thereof and therefrom, and of and from the same and every part thereof, do acquit, release and forever discharge His said Majesty, His heirs and successors by these presents. They the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, have and each of them hath granted, bargained, sold, released, surrendered and forever yielded up, and by these presents do, and each of them doth grant, bargain, sell, release, surrender and forever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being on the northerly side of the River Thames, in the London and Western Districts of the said Province, containing by admeasurement five hundred and eighty thousand acres, more or less, and designated by a yellow border on the plan delineated on the margin of these presents, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say : Commencing on the northerly side of the River Thames at the south-west angle of the Township of London ; thence along the western boundary line of the Township of London on a course north twenty-one degrees thirty minutes west twelve miles to the north-west angle of the said township ; thence on a course about south fifty-eight degrees west forty-eight miles, more or less, until it intersects a line on a course produced north two miles from the north-east angle of the Shawanese Township, now the Township of Sombra ; then south two miles to the north-east angle of the said township ; then along the eastern boundary line of the said township twelve miles and a-half, more or less, to the northern boundary line of the Township of Chatham ; then east sixteen miles, more or less, to the River Thames ; thence following the water's edge of the said River Thames against the stream to the place of beginning. Together with all the woods and waters thereon lying and being and all and singular the rights, privileges, easements, benefits and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, trust, use, claim and demand whatsoever of them the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, and of the said Chippewa Nation of Indians, inhabiting and claiming the said tract of land as aforesaid, to have and to hold the said parcel or tract of land, hereditaments and premises hereby surrendered and yielded up, or intended so to be, with their and every of their rights, members and appurtenances unto His said Majesty, His heirs and successors for ever. And the said William Claus, Deputy Superintendent General of Indian Affairs, as aforesaid, on behalf of Our said Lord the King, His heirs and successors, doth hereby for himself and His Successors in the said office covenant, promise and agree to and with the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, and their posterity, that he, the said William Claus, and his successors in the said office, shall and will well and truly pay, or cause to be paid, unto each man, woman and child of the said Chippewa Nation who, at the time of entering into the said agreement, inhabited and claimed the said tract of land, and their posterity for ever, an annuity of two pounds and ten shillings lawful money of Upper Canada, in goods and merchandise at the Montreal price, provided always that the number of persons entitled to receive the same shall in no case exceed two hundred and forty persons—that being the number of persons claiming and inhabiting the said tract at the time of concluding the provisional agreement hereinbefore mentioned.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the
presence of us,
THOMAS VILETT, *Capt. and Bt. Major*
76th Regt. Commanding.
CHARLES ELIOT, *Lieut. 70th Regt.*
WILLIAM HANDS, Senior, *Clk. Indian*
Dept.
GEO. F. RAPP, *I. I. Dept.*

TUMMAGO,	(totem)	[L.S.]
METWETCHEWIN,	(totem)	[L.S.]
SAGAWSOUAI,	(totem)	[L.S.]
MAQUAMISS,	(totem)	[L.S.]
TECUMAGASAIE,	(totem)	[L.S.]
PEMEKUMAWASSIGAI,	(totem)	[L.S.]
QUEKIJICK,	(totem)	[L.S.]
PAWBETANG,	(totem)	[L.S.]
WAWIATTIN,	(totem)	[L.S.]
PEMUSEH,	(totem)	[L.S.]
SAGETCH,	(totem)	[L.S.]
CANOTUNG,	(totem)	[L.S.]

No. 26.

P. MAITLAND.

PROVINCE OF UPPER CANADA.

GEORGE the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all whom these presents shall come,—GREETING :

Know Ye that We, of our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto the Honorable William Claus, of the Town of Niagara, in the County of Lincoln, in the District of Niagara, as colonel commanding the flank companies stationed from Niagara to Queens-town, his heirs and assigns forever, all that parcel or tract of land situate in the Township of Innisfil, in the County of Simcoe, in the Home District, in our said Province, containing by admeasurement nine hundred acres, be the same more or less, being the north halves of Lots Nos. Sixteen, Eighteen, Nineteen and Twenty-one, and the south halves of Lots Nos. Fourteen, Sixteen, Eighteen, Nineteen and Twenty-one in the Fourth Concession of the said Township, together with all the woods and waters thereon lying and being, under the reservations, limitations and conditions hereinafter expressed, which said nine hundred acres are butted and bounded, or may be otherwise known as follows, that is to say : Commencing where a post has been planted at the north-east angle of each of the said north half lots respectively; then south seventy-three degrees thirty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; then north seventy-three degrees thirty minutes east thirty chains, more or less, to the eastern limit of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and a-half more or less to the place of beginning in each of the said half lots. Also, commencing where a post has been planted at the south-west angle of each of the said south half lots respectively; then north seventy-three degrees thirty minutes east thirty chains, more or less, to where a post has been planted at the south-east angle of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; then south seventy-three degrees thirty minutes west thirty chains, more or less, to the western limit of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning in each of the said half lots. To have and to hold the said parcel or tract of land hereby given and granted to him the said the Honorable William Claus, his heirs and assigns for ever; saving, nevertheless, to

us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given or granted as aforesaid, and saving and reserving to us, our heirs and successors, all white pine trees that shall or may now or hereafter grow or be growing on any part of the said parcel or tract of land hereby granted as aforesaid. Provided always, that no part of the parcel or tract of Land hereby given and granted to the said William Claus and his heirs, be within any reservation heretofore made and marked for Us, our Heirs and Successors, by our Surveyor General of Woods, or his lawful Deputy, in which case, this our Grant for such part of the Land hereby given and granted to the said William Claus and his heirs, forever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void and of none effect, anything herein contained to the contrary notwithstanding.

Provided also, that the said William Claus, his heirs or assigns, shall and do within three years erect and build, or cause to be erected and built, in and upon some part of the said parcel or tract of land, a good and sufficient dwelling house, he, the said William Claus, or his assigns, not having built, or not being in his or their own right lawfully possessed of a house in our said Province, and be therein, or cause some person to be therein resident, for and during the space of one year then next ensuing the building of the same. Provided also, that if at any time or times hereafter the land so hereby given and granted to the said William Claus and his heirs shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment or exchange, or by gift, inheritance, descent, devise or marriage, such person or persons shall within twelve months next after his, her or their entry into and possession of the same, take the oaths prescribed by law before some one of the magistrates of our said Province, and a certificate of such oath having been so taken, shall cause to be recorded in the Secretary's office of the said Province. In default of all or any of which conditions, limitations and restrictions, this said grant and everything herein contained, shall be, and we hereby declare the same to be null and void, to all intents and purposes whatsoever; and the land hereby granted and every part and parcel thereof, shall revert to and become vested in Us, Our heirs and successors, in like manner as if the same had never been granted, anything herein contained to the contrary thereof in any-wise notwithstanding.

And Whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of the late King George the Third, entitled "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's Reign, entitled: 'An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province,'" it is declared "that no grant of lands hereafter made, shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province in respect of the lands to be thereby granted." Now know ye, that we have caused an allotment or appropriation of one hundred and twenty-eight acres and four-sevenths to be made in Lot No. Twenty-two in the Fourth Concession of the said Township of Innisfil.

Given under the Great Seal of Our Province of Upper Canada. Witness, Our trusty and well-beloved Sir Peregrine Maitland, K.C.B., Lieutenant Governor of Our said Province, and Major General commanding Our Forces therein at York, this fourteenth day of October, in the year of Our Lord one thousand eight hundred and twenty-two, and third of Our reign.

By command of His Excellency in Council. P.M.

D. CAMERON,
Sec'y.

General O. C. 19th January, 1820, respecting Militia Grants under the Administration of Sir P. Maitland, K.C.B., Lieut.-Governor, for 1,200 acres of land, patent gratuitous, settlement duty performed.

Entered with the Auditor, fifteenth day of November, 1822.

S. HEWARD,
Auditor General.

Recorded 16th November, 1822. }
Book B. G., folio 382. }
D. CAMERON,
Reg.

No. 27.

ARTICLES OF PROVISIONAL AGREEMENT entered into on the thirty-first day of May, in the year of Our Lord one thousand eight hundred and nineteen, between John Ferguson, of Kingston, in the County of Frontenac and Province of Upper Canada, acting on the part and behalf of His Majesty of the one part, and Nawacamigo, Anteniwayway, Kabiatsiwaybigebe, Wabukeek, Shiwitagan, Kotouche, Nawakeshecom, Shawondais, Kiwaishe, Nibinowinin, Kakekijick, Papewoun, Wobekenense, Nagonseway, Ketchegam, Kamanyouweney, Shebeshe, Nakawagan, Wobasek, Principal Men of the Mississagua Nation of Indians inhabiting the tract of land hereinafter mentioned and described, of the other part.

Witnesseth that for and in consideration of the yearly sum of six hundred and forty-two pounds ten shillings, Province Currency, in goods at the Montreal price to be well and truly paid yearly and every year by His Majesty, His heirs and successors, to the said Mississagua Nation inhabiting and claiming the said tract, which may be otherwise known as follows, that is to say : Commencing at the north-west angle of the Township of Rawdon; thence along the division line between the Midland District and the District of New Castle, north sixteen degrees west thirty-three miles; then north seventy-four degrees east sixty-one miles, more or less, to a division line produced north sixteen degrees west from the north-east angle of the Township of Bedford; then north sixteen degrees to the Ottawa or Grand River; then down the said river to the north-west angle of the Township of Nepean; then south sixteen degrees east fifteen miles, more or less, to the north-east angle of the Township of Marlborough; then south fifty-four degrees west to the north-west angle of the Township of Crosby; then south seventy-four degrees west sixty-one miles, more or less, to the place of beginning; containing two millions seven hundred and forty-eight thousand acres, more or less; and the said Nawacamigo, Anteniwayway, Kabiatsiwaybigebe, Wabukeek, Shiwitagan, Kotouche, Nawakeshecom, Shawondais, Kiwaishe, Nibinowinin, Kakekijick, Papewoun, Wobekenense, Nagonseway, Ketchegam, Kamanyouweney, Shebeshe, Nakawagan, Wobasek, as well for themselves as for the Mississagua Nation, inhabiting and claiming the said tract of land as above described, do freely and voluntarily surrender and convey the same to His Majesty, His heirs and successors, without reservation or limitation in perpetuity. And the said John Ferguson, in behalf of His Majesty, His heirs and successors, does hereby promise and agree to pay to the said Nation of Indians, inhabiting the said tract as above mentioned, yearly and every year for ever the said sum of six hundred and forty-two pounds ten shillings, Province currency, in goods at the Montreal price, which sum the said Chiefs and Principal people, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty, His heirs and successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned, in Kingston aforesaid.

Signed, sealed and delivered in the
presence of:

D. WASHBURN,
HENRY MURNEY,
BENJAMIN FAIRFIELD, Jr.,

JOHN FERGUSON, [L.S.]
on behalf of the Crown,
PAPIWOM, [L.S.]
WOBOKENENSE, [L.S.]
NONGONSEWAY, [L.S.]
KETCHEGOM, [L.S.]
KOMONJEVEWENY, [L.S.]
SHEBESHE, [L.S.]
NAKAWAGAN, [L.S.]
WABOSEK, [L.S.]
NAWACAMIGO, [L.S.]
ANTENEWAYWAY, [L.S.]
ITAWOBENON, [L.S.]
KABIATSIWAYBEGBE, [L.S.]
WOBUKEEK, [L.S.]
SHIWITAGON, [L.S.]
KATOUCHE, [L.S.]
NAWAKESHECOM, [L.S.]
SHAWONDAISE, [L.S.]
KIWAISHE, [L.S.]
NITINOWININ, [L.S.]
KAKEKIJICK, [L.S.]

Mississaguas of Bay de Quinté	159 persons,	\$1,590
do of Kingston	98 do	980

Total 257 at 50s., £642, 10s.,
Province currency.

(A true copy.)

ALEX. McDONELL,
Asst. Secy., I.A.

No. 27½.

THIS INDENTURE, made the twenty-eighth day of November, in the year of Our Lord one thousand eight hundred and twenty-two, between Nawacamigo, Antenewayway, Kabratsiwaybiyebé, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek, the Chiefs and Principal Men of the Mississagua Nation of Indians inhabiting and claiming the tract of land hereinafter mentioned, of the first part, His most Gracious Majesty George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the second part, and the Honorable William Claus, of the Town of Niagara, in the District of Niagara, Deputy Superintendent General of Indian Affairs in the Province of Upper Canada, of the third part: Whereas by a certain provisional agreement entered into the thirty-first day of May, in the year of Our Lord one thousand eight hundred and nineteen, between John Ferguson, of the Town of Kingston, in the County of Frontenac, in the Midland District of the Province of Upper Canada aforesaid, acting on behalf of His late Majesty King George the Third, of Blessed Memory, of the one part, and the said Nawacamigo, Antenewayway, Kabratsiwaybiyebé, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek, the Chiefs and Principal Men of the said Mississagua Nation of the other part, it was agreed that in consideration of an annuity of two pounds and ten shillings of lawful money of the

Province aforesaid, payable in goods at the Montreal price, to be well and truly paid by His said late Majesty, His heirs and successors, to each man, woman and child of the said Mississagua Nation and to their posterity forever, provided the number of annuitants at any time should not exceed two hundred and fifty-seven, being the number of persons then composing the said Nation claiming and inhabiting the said tract of land, the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabesek, the Chiefs and Principal Men of the Mississagua Nation aforesaid, as well for themselves as for the said Mississagua Nation of Indians inhabiting and claiming the said tract of land, did freely and voluntarily agree to surrender and convey a certain tract of land hereinafter more particularly mentioned and described, containing about two million seven hundred and forty-eight thousand acres, more or less, unto His said Majesty, His heirs and successors.

NOW THIS INDENTURE, Witnesseth, that in pursuance of the said agreement, and as well in consideration of the said annuity of two pounds and ten shillings, payable in merchandise at the Montreal price, during the life of each annuitant, to each man, woman or child of the said Mississagua Nation of Indians, who at the time of entering into the said agreement claimed and were inhabiting the tract of land hereinafter described and intended to be hereby surrendered to His said Majesty, and to their posterity for ever as aforesaid, as of the sum of five shillings of lawful money of the Province aforesaid to each of them the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakescom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek, in hand well and truly paid by His said Majesty, at or before the sealing and delivery of these presents, the receipt whereof the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek do hereby acknowledge; they the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek have and each of them hath granted, bargained, sold, released, surrendered, and for ever yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender and for ever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being in the Midland and Johnstown Districts of the Province aforesaid, containing by admeasurement two million seven hundred and forty-eight thousand acres, be the same more or less, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing at the north-west angle of the Township of Rawdon; then along the division line between the Midland and Newcastle Districts north sixteen degrees west thirty-three miles; then north seventy-four degrees east sixty-one miles, more or less, to a division line produced north sixteen degrees west from the north-east angle of the Township of Bedford; then north sixteen degrees west to the Ottawa or Grand River; then down the said river to the north-west angle of the Township of Nepean; then south sixteen degrees east fifteen miles, more or less, to the north-east angle of the Township of Marlborough; then south fifty-four degrees west to the north-west angle of the Township of Crosby; then south seventy-four degrees west sixty-one miles, more or less, to the place of beginning; together with all woods and waters thereon, and all and singular the rights, privileges, easements, benefits and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto belonging, or in any wise appertaining; and all the estate, right, title, trust, interest, use, claim and demand whatsoever, both at law and in equity, of the said Mississagua Nation of Indians inhabiting and claiming the said parcel or tract of land. To have and to hold the said parcel

or tract of land, hereditaments and premises hereby surrendered and yielded up, or intended so to be, with their and every of their rights, members and appurtenances, unto His said Majesty King George the Fourth, His heirs and successors, to the only proper use, benefit and behoof of His said Majesty, His heirs and successors forever. And the said William Claus, Deputy Superintendent General of Indian Affairs, as aforesaid, on behalf of our said Lord the King, His heirs and successors doth hereby for himself and his successors in the said office covenant, promise and agree to and with the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek, that he, the said William Claus, and his successors in the said office, shall and will well and truly pay, or cause to be paid, unto each man, woman and child of the said Mississagua Nation of Indians who at the time of entering into the said agreement inhabited and claimed the said tract of land, and to their descendants and posterity forever, an annuity of two pounds and ten shillings of lawful money of Upper Canada, in goods and merchandise at the Montreal price, provided always that the number of persons entitled to receive the same shall in no case exceed two hundred and fifty-seven persons, that being the number of persons claiming and inhabiting the said tract at the time of concluding the provisional agreement hereinbefore mentioned.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written. The Indians not knowing how to write, have made their marks against their respective seals.

Signed, sealed and delivered in the presence of:

J. P. HAWKINS,

Major 68th Regt. and Lt.-Col.,

WM. SMYTH, *Lieut. 68th Regt.,*

JOHN FERGUSON, *I.I.D.*

NAWACAMIGO, (totem)	[L.S.]
ANTENWAYWAY, (totem)	[L.S.]
KABRATSIWAYBIYEBE (totem)	[L.S.]
WABAKEEK, (totem)	[L.S.]
SHEWITAGAN, (totem)	[L.S.]
NAWAQUARKECOM, (totem)	[L.S.]
SHAWANDAIS, (totem)	[L.S.]
PEJEHEJECK, (totem)	[L.S.]
PAPEWAN, (totem)	[L.S.]
WABECKENEME, (totem)	[L.S.]
NAGANASAWAY, (totem)	[L.S.]
SHEBESHEE, (totem)	[L.S.]
NAIQUAKAN, (totem)	[L.S.]
WABANZICK, (totem)	[L.S.]

No. 27 $\frac{1}{2}$.

PROVISIONAL AGREEMENT made and entered into at Amherstburg, in the Western District of the Province of Upper Canada, this 26th day of April, in the year of Our Lord one thousand eight hundred and twenty-five, between James Givins, Esquire, Superintendent of Indian Affairs, in behalf of His Majesty George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, &c., &c., &c., of the first part, and Way-way-nosh Osaii-a-wip, Shau-squa-ge-wan, Scho-quo-na, Puck-a-nonce, Ne-gig, Oge-bick-in, Macada-gick-o, Mich-ike-ha-bick, Ani-mick-enoe, Petaw-wick, Wa-pa-gace, Shaw-wi-ni-penance, Shaw-gi-nosh, Ano-ta-win, Penece-o-quin, Cha-o-ge-man, Chi-ka-ta-yan, Mo-ke-ge-wan and Equoc-ke-gan, Chiefs and Principal Men of that part of the Chippawa Nation of Indians inhabiting and claiming the territory or tract of land hereinafter described, of the second part, Witnesseth: that for and in consideration of the yearly sum of eleven hundred pounds lawful money of the said Province to be paid as hereinafter mentioned, and subject to the conditions hereinafter expressed, the said party of the second part have freely, fully and voluntarily consented to surrender and convey, and by these pre-

sents do freely, fully and voluntarily surrender and convey to His said Majesty the following territory or tract of land, which may be known as follows: Commencing on the division line between the Home District and the District of London, at the most northerly angle of the District of Gore, being at the distance of fifty miles on a course north fifty degrees west from the outlet of Burlington Bay on Lake Ontario; thence in a course about north eighty-four degrees west so as to strike Lake Huron ten miles and three-quarters north of the mouth of a large river emptying in the said lake, called by Captain Owen, of the Royal Navy, Red River Bason, seventy miles, more or less, to Lake Huron; then southerly along the shore of Lake Huron, crossing the mouth of said river and following the several turnings and windings of the said lake along the water's edge to the River St. Clair; thence southerly down the said river, with the stream, until it intersects the north-west angle of the Shawanoe Township at a hickory tree marked with a broad arrow on two sides, half a chain above the mouth of a small river; thence east along the boundary of said township to the north-east angle thereof, nine hundred and twenty-three chains, more or less; thence north two miles; then in a course about north sixty-two degrees thirty minutes east so as it will intersect the north-west angle of the said Township of London in a straight line, forty-eight miles more or less to the north-west angle of the said Township of London; thence along the northern boundary of the Township of London in a course north sixty-eight degrees thirty minutes east nine hundred and sixty chains, more or less, to the north-east angle of the said township; thence south twenty-one degrees thirty minutes east along the eastern boundary line of the said Township of London to the purchase line in 1796; thence along the said purchase line, being the northern boundary of Oxford and Dorchester North, in a course north sixty-eight degrees thirty minutes east until it intersects the purchase line in 1792, at the Upper Fork of River La Tranche or Thames, near the south-west angle of the Township of Blandford; thence northerly and westerly up and along the eastern edge of the said river against the stream until it intersects the third line, in a south course from the outlet of Burlington Bay, of the said purchase in 1792; thence north along the said purchase line twenty-four miles, more or less, until it intersects the northern boundary line of the said purchase; thence north forty-five degrees east along the said boundary line twenty miles, more or less, to the place of beginning—reserving the following tracts of land, viz.: Four miles square at some distance below the rapids of the River St. Clair, one mile in front by four deep, bordering on the said River St. Clair, and adjoining to the Shawanoe Township; two miles square at the River aux Sable, which empties into Lake Huron, and two miles at Kettle Point, Lake Huron, containing twenty-three thousand and fifty-four acres, more or less, leaving two millions seven hundred and fifty-six thousand nine hundred and sixty acres more or less, for the contents of the purchase. And the said party of the second part, as well for themselves, as for that part of the said Chippawa Nation of Indians inhabiting and claiming the territory or tract of land as hereinbefore described, do freely, fully and voluntarily surrender and convey the same and every part and parcel thereof to His said Majesty, His heirs and successors, without reservation or limitation, in perpetuity; and the said party of the first part, in behalf of His said Majesty, does hereby covenant, promise and agree to pay, or cause to be paid, to the said party of the second part, in manner following, viz.: It is agreed by the contracting parties aforesaid that the aforesaid Chippawa Nation inhabiting and claiming the territory or tract of land as aforesaid is composed of four hundred and forty individuals, each of whom shall be entitled to share equally in the said yearly sum of eleven hundred pounds lawful money as aforesaid, to be paid in goods at the Montreal price, which annuity shall continue to be paid at the rate now fixed on, unless it shall happen that the number of annuitants shall by death or removal fall below half the aforesaid number, in which case the annuity shall be reduced one-half, and continue so reduced until the residue shall in like manner be reduced by one-half, when the annuity shall also decrease in the same proportion, the same principle continuing to

prevail. And which said annuity in manner and form as aforesaid the said party of the second part do hereby acknowledge as a full remuneration for the territory or tract of land hereby sold and conveyed to His said Majesty.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals the day and year herein first above mentioned, and in the sixth year of His Majesty's reign.

Signed, sealed and delivered (being first)
read and explained) in the presence of:

R. B. COLES,
Major 76th Regt. Comg.,
W. BAMPTON,
Capt. 76th Regt.,
J. KENNEDY,
Lt. 76th Regt.,
R. RICHARDSON,
Surgeon Indian Dept.,
J. B. CLENCH,
Clerk Indian Affairs,
GEORGE F. RAPP,
Interpreter, Indian Dept.,
JOS. ST. GERMAIN,
Interpreter, Indian Dept.

JAMES GIVINS,
on the part of the Crown [L.S.]
WAY-WAY-NOSH, (totem) [L.S.]
OSAW-A-WIP, (totem) [L.S.]
SHOWSQUAGEWAN, (totem) [L.S.]
SHOQUONA, (totem) [L.S.]
PUCKENEUSE, (totem) [L.S.]
NEGIG, (totem) [L.S.]
OGE-BICK-IN, (totem) [L.S.]
MACADAGICKO, (totem) [L.S.]
MICHKEHABECK, (totem) [L.S.]
ANIMICKENCE, (totem) [L.S.]
PETAW-WICK, (totem) [L.S.]
WA-PA-GACE, (totem) [L.S.]
SHAW-WINE-PENENCE, (totem) [L.S.]
SHAWGINOSH, (totem) [L.S.]
ANOTOWIN, (totem) [L.S.]
PENENCE-O-QUIN, (totem) [L.S.]
CHAOGE-MAN, (totem) [L.S.]
CHIKATAYAN, (totem) [L.S.]
MOKEGEWAN, (totem) [L.S.]
EQUOIKEGAN, (totem) [L.S.]

No. 28.

P. MAITLAND.

PROVINCE OF UPPER CANADA.

GEORGE THE FOURTH, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents shall come,—GREETING :

KNOW YE, that We, of Our special grace, certain knowledge, and mere motion, have given and granted, and by these presents do give and grant unto the Honorable William Claus, of the Town of Niagara, in the County of Lincoln, in the Niagara District, Deputy Superintendent General of Indian Affairs, as heir-at-law of his late mother, Anne Claus, widow of Colonel Daniel Claus, deceased, his heirs and assigns forever, all that parcel or tract of land situate in the Township of Hawkesbury, Eastern Division, in the County of Prescott, in the Ottawa District, in our said Province, containing by admeasurement five thousand acres, be the same more or less, being lots Nos. fourteen, fifteen, seventeen, eighteen, nineteen, twenty-four, twenty-five, twenty-six, in the fourth concession ; lots Nos. thirteen, fourteen, fifteen, sixteen, eighteen, twenty, twenty-one, twenty-two, twenty-three and twenty-five in the fifth concession ; and lots Nos. 14, 15, 17, 18, 19, and twenty-one, in the sixth concession of the said township, together with all the woods and waters lying and being under the reservations, limitations and conditions hereinafter expressed ; which said five thousand acres are butted and bounded, or may be otherwise known as follows, that is to say : Commencing in front of the said concessions at the north-east angle of each of the said lots respectively ; then south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance

for road in the rear of the said concessions ; then north sixty-five degrees west nineteen chains, more or less, to the western limit of each lot ; then north twenty-five degrees east one hundred and five chains, more or less, to the allowance for road in front of the said concessions ; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot.

JOHN B. ROBINSON,

Atty. Genl.

Recorded 17th April, 1826. }

To have and to hold the said parcel or tract of land, hereby given and granted to him the said William Claus, his heirs and assigns for ever ; saving, nevertheless, to Us, Our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid ; and saving and reserving to Us, Our heirs and successors, all white pine trees that shall or may now or hereafter grow, or be growing on any part of the said parcel or tract of land hereby granted as aforesaid.

Provided also, that no part of the parcel or tract of land hereby given and granted to the said William Claus and his heirs be within any reservation heretofore made and marked for Us, Our heirs and successors, by Our Surveyor General of Woods, or his lawful Deputy, in which case this our grant for such part of the land hereby given and granted to the said William Claus and his heirs forever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void, and of none effect, anything herein contained to the contrary notwithstanding. Provided also, that the said William Claus, his heirs or assigns, shall and do within three years erect and build, or cause to be erected and built, in and upon some part of the said parcel or tract of land, a good and sufficient dwelling house, he, the said William Claus, or his assigns, not having built, or not being in his or their own right, lawfully possessed of a house in our said Province, and be therein, or cause some person to be therein resident for and during the space of three years then next ensuing the building of the same. Provided also, that if at any time or times hereafter the land so hereby given and granted to the said William Claus and his heirs shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment or exchange, or by gift, inheritance, descent, devise or marriage, such person or persons shall within twelve months next after his, her or their entry into and possession of the same, take the oaths prescribed by law before some one of the Magistrates of our said Province, and a certificate of such oath having been so taken shall cause to be recorded in the Secretary's Office of the said Province. In default of all or any of which conditions, limitations and restrictions, the said grant, and everything herein contained, shall be, and we hereby declare the same to be null and void, to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to, and become vested in Us, Our heirs and successors, in like manner as if the same had never been granted, anything herein contained to the contrary thereof in anywise notwithstanding.

And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of the late King George the Third, entitled : " An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, entitled, ' An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province ' " it is declared that no grant of lands hereafter made shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant clergy within the said Province, in respect of the lands to be thereby granted.

Now KNOW YE, that We have caused an allotment or appropriation of seven hundred and fourteen and two-sevenths to be made in lots Nos. five, twelve, nineteen and twenty-six in the fifth concession of the said Township of Hawkesbury.

Given under the Great Seal of Our Province of Upper Canada.

Witness Our trusty and well-beloved Sir Peregrine Maitland, K.C.B., Lieutenant Governor of Our said Province and Major General Commanding Our Forces therein, at York, this twelfth day of April, in the year of Our Lord one thousand eight hundred and twenty-six, and sixth year of our reign.

By command of His Excellency in Council. P.M.

D. CAMERON, *Secy.*

O. C. 11th March, 1826.—Under the administration of Sir P. Maitland, K.C.B., Lieutenant-Governor, for aforesaid 5,000 acres, in lieu of 5,000 erroneously granted to the late Anne Claus, which have been recently surrendered to the Crown—Patent gratuitous.

Entered with the Auditor, 14th April, 1826.

S. HEWARD,
Auditor General, U.C.

PROVINCIAL REGISTRAR'S OFFICE,
MONTREAL, 18th May, 1847.

I hereby certify that the within is a true and correct copy of the record of the original grant as entered on the records of this office in Lib. B.F., Folio 334.

R. A. TUCKER,
Registrar.

No. 28½.

To all to whom these presents shall come.

WE, the Sachems and Chief Warriors of the Six Nations of Indians, inhabiting and owning the lands situate, lying and being on the Grand or River Ouse, in the County of Haldimand, in the Province of Upper Canada, send greeting.

Whereas His late Majesty did by a certain instrument, bearing date the twenty-fifth day of October, in the year of Our Lord one thousand seven hundred, and eighty-four, under the hand and seal of Sir Frederick Haldimand, then Governor of Quebec, allot and grant unto us upon the banks of the said river running into Lake Erie six miles deep from each side of the said river, beginning at Lake Erie and extending in that proportion to the head of the said river.

And whereas our brother, the late Captain Joseph Brant, Thayendaneaga, Sachem and Chief Warrior of the said Six Nations, our true and lawful attorney, did, by an indenture of lease, secure unto Jemima Stewart, of the Town of Niagara, in the District of Niagara, widow, and Sarah Ruggles, of the County of Haldimand (wife of William Ruggles), daughters of Brant Johnson, our Brother Sachem and Chief Warrior, a certain tract of the said land on the south side of the said river. And whereas our said Brother Sachem and Chief Warrior, the said Brant Johnson, served during all the old French War as well as that of the Rebellion, and removed with us to this country from our lands on the Mohawk River, and continued with us until his death. And we the said Sachems and Chief Warriors well knowing his losses and sufferings in common with ourselves, have this day in General Council, as a manifestation of our love and esteem for our departed brother warrior, unanimously determined to surrender to His Majesty the said tract of country, in order that the same may be more effectually secured to his children, the said Jemima Stewart and Sarah Ruggles, their heirs and assigns, by letters patent under the Great Seal of this Province. Now know ye, that for the said good causes, and of our love and affection for the children of our said Brother Sachem and Chief Warrior, we, the said Sachems and Chief Warriors in General Council of our Nations, have, and each of us hath, surrendered, relinquished and yielded up, and by these presents do and each of us doth surrender, relinquish and yield up unto our Sovereign Lord the present King's Most Excellent Majesty, His heirs and successors, all that certain parcel or tract of land, situate, lying and being on the south side of the said Grand or River

Ouse, in the County of Haldimand, in the District of Gore, in the said Province, and being within the limits of our said grant, containing by admeasurement fourteen hundred acres, more or less, and which is butted and bounded as follows, that is to say : Commencing on the south side of the said river at the easterly angle of lands owned by Elizabeth Clench at the water's edge ; then south sixty-five degrees west one hundred and six chains ; then south twenty-seven degrees west one hundred and sixty chains ; then south sixty-two degrees and thirty minutes east one hundred and twenty chains ; then north twenty-seven degrees and thirty minutes east one hundred and sixty chains ; then north sixty-five degrees east sixty-two chains, more or less, to the said Grand River ; then up the said river against the stream, its several courses and windings, to the place of beginning. And also all the estate, right, title, interest, reversion, remainder, property, claim and demand whatsoever of us the said Sachems and Chief Warriors of, in, to or out of the same or any part thereof or parcel of the same : For the express purpose and to the intent that the same, and every part thereof, may be confirmed by Letters Patent from His Majesty, under the Great Seal of this Province, to the said Jemima Stewart and Sarah Ruggles, their heirs and assigns for ever (as tenants in common and not as joint tenants).

IN WITNESS WHEREOF, we, the said Sachems and Chief Warriors of the Six Nations have, in General Council, hereunto set our hands and seals this fourth day of August, in the year of Our Lord one thousand eight hundred and twenty-six.

Signed, sealed and delivered in }
presence of:

W. CLAUS,
Dy. Supt. Genl. Ind. Affairs,
BENJ. FAIRCHILD, *I. D.,*
J. B. CLENCH,
Clerk of Ind. Affairs,
D. MACKAY,
Capt. 70th Foot, Comg.,
THOS. HANDCOCK,
Asst. Chap. to the Forces,
A. GARRETT,
Lt. H.P. 49th Regt. Bark. Master.

OGHNAWERA,	[L.S.]
DEYONHEHGWEH,	[L.S.]
his	
OREHREGOWAH, X	[L.S.]
mark.	
his	
SKAYONWIYOH, X	[L.S.]
mark.	
SAKAYENKWARAGHTON,	[L.S.]
his	
AWENNARAS, X	
mark.	
his	
KAWENEASERONTON, X	[L.S.]
mark.	
his	
OTGODAGENTON, X	[L.S.]
mark.	
his	
SKANAWATIH, X	[L.S.]
mark.	
his	
KANEAYAHREORE, X	[L.S.]
mark.	
his	
ANAYETH, X	[L.S.]
mark.	
his	
JOROHYORON, X	[L.S.]
mark.	
his	
DEHEANAKARINE, X	[L.S.]
mark.	
his	
SKARIWATIH, X	[L.S.]
mark.	
his	
DEKAEAYONH, X	[L.S.]
mark.	
his	
OJAKEHTE, X	[L.S.]
mark.	

ONWANEKORHAWIH,	his X mark.	[L.S.]
NIHAHSEANA AH,	his X mark.	[L.S.]
DEWADIRON,	his X mark.	[L.S.]
THANATHAREA,	his X mark.	[L.S.]
ATYASERONNE,	his X mark.	[L.S.]
THARONTEKHA,	his X mark.	[L.S.]
TSINONDAWERON,	his X mark.	[L.S.]

No. 29.

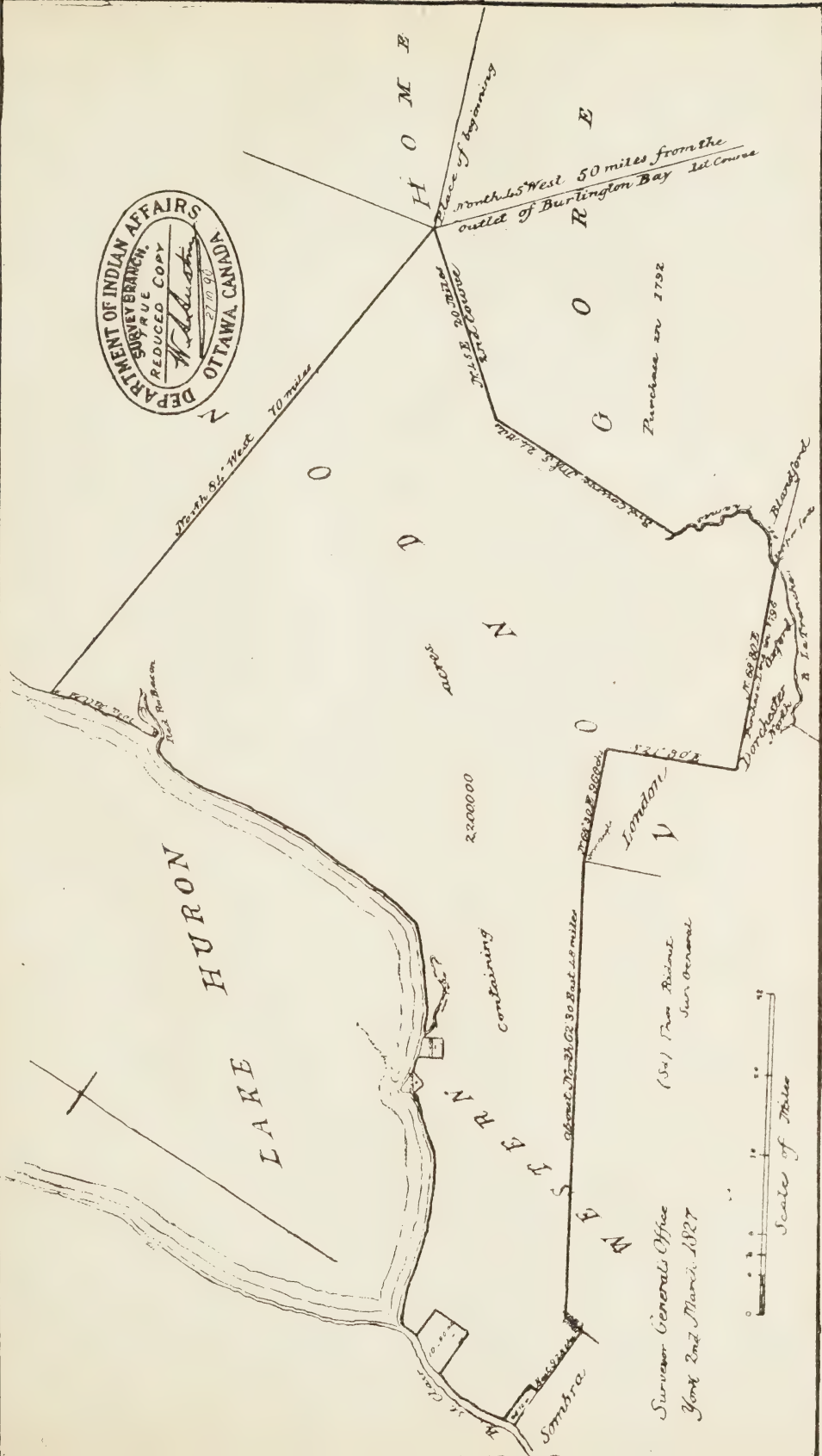
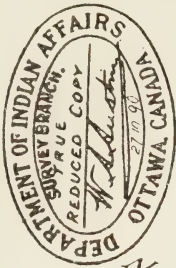
THIS INDENTURE, made the tenth day of July, in the year of Our Lord one thousand eight hundred and twenty-seven, between Wawanosh, Osawip, Shashawinibisie, Pukininee, Negig, Cheebican, Mukatwokijigo, Mshikinaibik, Animikinee, Peetawtick, Shawanipinissie, Saganash, Anottowin, Penessiwagum, Shaioukima, Chekateyan, Mokeetchiwan and Quaikeegon, Chiefs and Principal Men of that part of the Chippewa Nation of Indians inhabiting and claiming the territory or tract of land hereinafter described, of the one part, and Our Sovereign Lord George the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part.

Whereas, His Majesty being desirous of appropriating to the purposes of cultivation and settlement a tract of land hereinafter particularly described, lying within the limits of the Western District and District of London, in the Province of Upper Canada, and heretofore possessed and inhabited by a part of the Chippewa Nation of Indians, it was proposed to the Chiefs and Principal Men of the said Indians at a Council assembled for that purpose at Amherstburg, in the said Western District, on the twenty-sixth day of April, in the year of Our Lord one thousand eight hundred and twenty-five, that they should surrender the said tract of land and the possession and the right of possession heretofore enjoyed by them in the same to His Majesty, His heirs and successors, for such recompense to be made by His Majesty to the said Nation of Indians as should at the said Council be agreed upon.

And whereas it was, at the said Council, concluded upon and agreed between James Givins, Esquire, Superintendent of Indian Affairs, acting in behalf of His said Majesty in the premises, and the Chiefs and Principal Men of the said Nation of Indians assembled at the said Council, that the parcel or tract of land hereinafter particularly described should, for the consideration herein set forth, be surrendered and for ever yielded up by the said Nation of Indians to His Majesty, His heirs and successors, and a provisional agreement was for that purpose made and executed by the said James Givins, Esquire, and the Chiefs and Principal Men of the said Nation of Indians, bearing date the said twenty-sixth day of April, in the year aforesaid.

And whereas, the tract of land intended and agreed to be surrendered as aforesaid has been since accurately surveyed, so that the same, as well as certain small reservations expressed to be made by the said Indians from and out of the said tract for the use of themselves and their posterity, can now be certainly defined. Now this indenture witnesseth that Wawanosh, Osawip, Shashawinibisie, Pukmince, Negig, Cheebikan, Mukatuokijigo, Mshikinaibik, Animikmce, Peetautick, Shawanipinissie, Saganash, Anottowin, Pinessiwagum, Shaioukima, Chekategen, Mokeetchiwan and

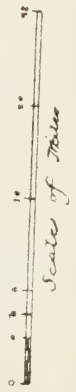
Quaikeegon, Chiefs and Principal Men of that part of the Chippewa Nation of Indians inhabiting and claiming the territory or tract of land hereinafter described, for and in consideration of the annual sum or payment of one thousand, and one hundred pounds of lawful money of the Province of Upper Canada, to be paid by His Majesty, His heirs and successors to the said Indians and their posterity in each and every year in the manner hereinafter mentioned, have, and each of them hath granted, bargained, sold, surrendered, released and yielded up, and by these presents do, and each of them doth for themselves and on behalf of the said Nation of Indians whom they represent grant, bargain, sell, surrender, release and yield up unto our Sovereign Lord the now King, His heirs and successors, all and singular that certain parcel or tract of land in the Western District and District of London, in the Province of Upper Canada, bounded on the west by Lake Huron and the River St. Clair, on the north by unconceded lands, on the east by the District of Gore and the Home District, and on the south by lands heretofore conceded to the Crown, which said tract of lands intended to be hereby granted and surrendered is butted and bounded, or may be otherwise known as follows, that is to say : Commencing in the division line between the Home District and the District of London at one of the most northerly angles of the District of Gore, being at the distance of fifty miles (on a course north forty-five degrees west) from the outlet of Burlington Bay on Lake Ontario ; then on a course about north eighty-four degrees west (so as to strike Lake Huron ten miles and three quarters of a mile north of the mouth of a large river emptying into the said lake, called by Capt. Owen, of the Royal Navy, Red River Basin) seventy miles, more or less, to Lake Huron ; then southerly along the shore of Lake Huron, crossing the mouth of the said river, and following the several turnings and windings of the said lake along the water's edge to the river St. Clair ; thence southerly down the said river with the stream until it intersects the north-west angle of the Shawnese Township (now the Township of Sombra), at a hickory tree marked with a broad arrow on two sides, half a chain above the mouth of a small river ; thence east along the northern boundary of the said township to the north-east angle thereof, nine hundred and twenty-three chains, more or less ; thence north two miles ; thence on a course about north sixty-two degrees thirty minutes east (so as it will intersect the north-west angle of the Township of London on a straight line) forty-eight miles, more or less, to the north-west angle of the Township of London ; thence along the northern boundary of the Township of London on a course north sixty-eight degrees thirty minutes east nine hundred and sixty chains, more or less, to the north-east angle of the said township ; then south twenty-one degrees thirty minutes east along the eastern boundary line of the said Township of London to the purchase line in 1796 ; thence along the said purchase line (being the northern boundary of Oxford and Dorchester North) on a course north sixty-eight degrees thirty minutes east until it intersects the purchase line in 1792, at the Upper Forks of the River La Tranche or Thames, near the south-west angle of the Township of Blandford ; thence northerly and westerly up and along the eastern edge of the said river against the stream until it intersects the third line on a south course from the outlet of Burlington Bay of the said purchase in 1792 ; thence north along the said purchase line twenty-four miles more or less, until it intersects the northern boundary line of the said purchase ; then north forty-five degrees east along the said northern boundary line twenty miles, more or less, to the place of beginning—containing two million two hundred thousand acres, more or less, saving, nevertheless, and expressly reserving to the said Nation of Indians and their posterity at all times hereafter, for their own exclusive use and enjoyment, the part or parcel of the said tract which is hereinafter particularly described, and which is situate at the mouth of the River aux Sable, on Lake Huron, that is to say, beginning at the north-west angle of the reserve at the water's edge, at the distance of one chain seventy-two links (on a course north twenty-eight degrees west) from where a large cedar post squared and marked to the east "Reserve," to the west "12th October, 1826," and to the north "M. Burwell, Depy. Surveyor," has been planted well in the sand on the hillock ; then from the place of beginning on Lake Huron south twenty-



Purchase in 1792

(Sd) Tm Baint
Sur General

Surveyor General's Office
York 2nd March 1827



eight degrees east eighty chains, one mile post marked ; then on the same course eighty chains, two miles post marked; thence along the same course eight chains, to the rear of the reserve at its south-west angle, where stands a large elm tree squared and marked on the north and east sides "Reserve"; thence north sixty-two degrees east eighty chains, one mile post marked; thence on the same course eighty chains, two miles, to the post of black ash squared, marked and witnessed ; then north twenty-eight degrees west eighty chains, one mile post marked ; then on the same course seventy-six chains eighty-five links to a cedar post squared and marked on the west "Reserve," and on the east "1826"; thence on the same course one chain eighty links to the water's edge of Lake Huron; thence westerly along the shore of the said lake to the place of beginning, containing two thousand six hundred and fifty acres; and also all that certain other part or parcel of the said tract which is hereinafter more particularly described, and which is situated at Kettle Point, on Lake Huron, that is to say : Beginning at the water's edge at the north-east angle, at the distance of two chains (on a course north) from where a large cedar post has been planted in the sand bank, squared and marked on the west "Reserve," and on the east "October, 1826"; thence from the place of beginning on Lake Huron, south eighty chains (one mile post marked); thence on the same course eighty chains (two miles post marked); thence on the same course four chains fifty links to the south-east angle of the reserve, at which is planted a large black ash post squared, and marked "Reserve" on two sides and "1826" on the east and south sides, and witnesses marked all round it ; thence west eighty chains (one mile post marked); thence on the same course forty-six chains ninety links, to the shore of Lake Huron (coming out two chains southerly from the entrance of a creek into the bay), where a large ironwood post squared and marked has been planted ; thence northerly and easterly along the shore of Lake Huron, following its several turnings and windings round Kettle Point to the place of beginning, containing two thousand four hundred and forty-six acres; and also all that certain other part or parcel of the said tract which is hereinafter more particularly described, and which is situated on the River St. Clair below the rapids, that is to say : Beginning at the south-west angle of the reserve at the water's edge of the River St. Clair at the distance of fifty-eight links (on a course north eighty-nine degrees thirty-three minutes west), from where a large red elm post has been planted in the side of the bank, squared and marked to the north "Reserve" to the east "1826," and a broad arrow standing fifty-eight links from the water's edge; then south eighty-nine degrees thirty-three minutes east eighty chains, one mile post marked; thence on the same course eighty chains two miles and a post marked; thence on the same course eighty chains, three miles post; thence on the same course eighty chains, four miles post marked; thence on the same course eighty chains, five miles post marked; thence on the same course two chains fifty links to the south-east angle of the reserve, at which is planted a large white oak post, squared and marked "Reserve" on the north and west, and "1826" on the south and east; thence north twenty-seven minutes east eighty chains, one mile post marked; thence on the same course eighty chains, two miles post marked; thence on the same course eighty chains, three miles post marked ; thence on the same course eighty chains, four miles, where a large black ash corner post has been planted, squared and marked on the south and west "Reserve" and on the north and east "1826," with witnesses marked all round ; thence north eighty-nine degrees thirty-three minutes west eighty chains, one mile post marked; thence on the same course eighty chains, two miles post marked; thence on the same course fifty-six chains ninety links to a large white oak post, squared and marked on the east and south "Reserve," on the north "1826," with a broad arrow, and on the west "M. Burwell, Depy. Surveyor, 30th October, 1826;" thence on the same course fifty-five links to the River St. Clair ; thence southerly along the shore of the said river, with the stream, to the place of beginning—containing ten thousand two hundred and eighty acres.

And also all that other certain part or parcel of the said tract which is hereinafter more particularly described, and which is situate on the River St. Clair, adjoining the

northern boundary of the Township of Sombra, that is to say: Beginning at the edge of the River St. Clair and at the north-west angle of the Township of Sombra; then north eighty-eight degrees eighteen minutes east eighty chains, one mile post marked; then on the same course eighty chains, two miles post marked; thence on the same course eighty chains, to a post marked three miles; thence on the same course seventy-three chains thirty-six links to the south-east angle of the reserve, at which a large black ash post has been planted and marked; thence north one degree forty-two minutes east eighty chains, one mile, to the north-east corner of the reserve, at which a large white oak post has been planted squared and marked with witnesses marked around it; thence south eighty-eight degrees eighteen minutes west eighty chains, post marked one mile; thence on the same course eighty chains to a post marked two miles; thence on the same course eighty chains to a post marked three miles; thence on the same course to a post marked four miles; thence on the same course nine chains forty links to a large white oak post, squared and marked, and witnesses marked all around it, for the north-west corner of the reserve; then on the same course sixty links, descending to the River St. Clair; then southerly along the shore of the said river with the stream to the place of beginning—containing two thousand five hundred and seventy-five acres, which said four reserved tracts, hereinbefore described, contain together seventeen thousand nine hundred and fifty-one acres, leaving of the tract of land first herein described two million one hundred and eighty-two thousand and forty-nine acres, be the same more or less, hereby surrendered and yielded up to Our Sovereign Lord the King, His heirs and successors, together with all and every of the woods and underwoods, ways, waters, watercourses, improvements, profits, commodities, hereditaments and appurtenances on the said tract of land (saving and excepting the reserved tracts aforesaid) lying and being or thereto belonging, or in anywise appertaining, and also all the estate, right, title, interest, trust, property, possession, claim and demand whatsoever of them, the said Chiefs and Principal Men and of the people of the said Chippewa Nation of Indians and their heirs and posterity forever, of, in, to or out of the said two million and two hundred thousand acres of land (saving and excepting the several reserved tracts aforesaid) with their and every of their appurtenances, to have and to hold all and singular the said two million and two hundred thousand acres of land, with their and every of their rights, privileges, advantages and appurtenances (saving and excepting the several reserved tracts aforesaid) unto Our said Sovereign Lord the now King, His heirs and successors, to the only proper use, benefit and behoof of Our said Sovereign Lord the now King, His heirs and successors forever. And George Ironside, Esquire, Superintendent of Indian Affairs within the Province of Upper Canada, doth hereby, for and on behalf of Our said Lord the King, His heirs and successors, promise, declare and agree that there shall be paid yearly and every year in perpetuity to the said Indians of the Chippewa Nation now inhabiting the said tract, and to their posterity, the sum of one thousand and one hundred pounds of lawful money of Upper Canada in goods at the prices usually paid for the time being for such goods in the city of Montreal, in the Province of Lower Canada; provided always, and it is expressly understood and agreed by the said Chiefs and Principal Men of the said Indians, that the annuity aforesaid shall be paid in manner following, that is to say: In the delivery or distribution of the said goods each individual composing that part of the Chippewa Nation which has heretofore inhabited and claimed the said tract hereby surrendered and each individual of their posterity shall be entitled to an equal share; and that if it shall happen hereafter that by death or removal the number of such individuals which it is declared and agreed by the said Chiefs or Principal Men of the said Indians does at the time of the execution of this surrender amount to four hundred and forty, shall fall below half of their said present number, then the said annuity shall be thenceforth reduced one-half, and continue so reduced until and unless it shall happen that the residue shall in like manner be thereafter reduced by one-half, when the said annuity shall be thenceforth reduced in the same proportion, and that the same

principle shall continue to prevail ; provided however that there shall be no reduction of the said annuity by reason of any decrease of numbers, so long as the said Indians or their posterity equal in number one-half of the number entitled to claim by the last preceding numeration, and that the said annuity shall in every case be distributed among the said Indians in the manner hereinbefore mentioned, which said annuity to be paid as aforesaid, the said Chiefs and Principal Men do hereby acknowledge to be the full consideration to be received by the said Indians for the said parcel or tract of land hereby fully, freely and voluntarily surrendered to His Majesty. And it is further by these presents declared that the diagram or map to this deed annexed shall be considered as exhibiting the tract or parcel of land intended to be hereby surrendered, with the several tracts hereinbefore described as reserved from the same to the use of the said Indians and their posterity.

IN WITNESS WHEREOF, the above named Chiefs and Principal Men of the said Indians, and the said George Ironside, on behalf of His said Majesty, have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of:

JOS. DE LA HAY, *Capt. 70th Regt., Comdg.*

WM. TAYLOR, *Lt. 70th Regt.*

H. D. C. DOUGLAS, *Lt. R. N.*

M. P. BAILEY, *D. A.*

GEO. IRONSIDE, <i>S.I.A.</i>	[L.S.]
WAWANOSH, (totem)	[L.S.]
OSAWIP, (totem)	[L.S.]
SHASHAWINIBISIE, (totem)	[L.S.]
PUKININCE, (totem)	[L.S.]
NEGIG, (totem)	[L.S.]
CHEEBICAN, (totem)	[L.S.]
MUKATUOKIJIGO, (totem)	[L.S.]
MSHIKINAIBIK, (totem)	[L.S.]
ANIMIKINCE, (totem)	[L.S.]
PEETAWTICK, (totem)	[L.S.]
SHAWANIPINISSIE, (totem)	[L.S.]
SAGANASH, (totem)	[L.S.]
ANNOTOWIN, (totem)	[L.S.]
PINESSIWAGUM, (totem)	[L.S.]
SHAIOWKIMA, (totem)	[L.S.]
CHEKATEYAN, (totem)	[L.S.]
MOKEETCHEWAN, (totem)	[L.S.]
QUAIKEEGON, (totem)	[L.S.]

AMHERSTBURG, 10th July, 1827

On behalf of that portion of the Chippewa Indians who have surrendered the lands within described, we acknowledge to have received on this day the annuity payable for the year.

Witness:

JOS. DE LA HAY,
Capt. 70th Regt. Comdg.

WAWANOSH, (totem)	[L.S.]
OSAWIP, (totem)	[L.S.]
SHASHAWINIBISIE, (totem)	[L.S.]
PUKININCE, (totem)	[L.S.]
NEGIG, (totem)	[L.S.]
CHEEBICAN, (totem)	[L.S.]
MUKATWOKIGIGO, (totem)	[L.S.]
MSHIKINAIBIK, (totem)	[L.S.]
ANIMIKINCE, (totem)	[L.S.]
PEETAWTICK, (totem)	[L.S.]
SHAWANIPINISSIE, (totem)	[L.S.]
SAGANASH, (totem)	[L.S.]
ANNOTOWIN, (totem)	[L.S.]
PINESSIWAGUM, (totem)	[L.S.]
SHAIOWKIMA, (totem)	[L.S.]
CHEKATEYAN, (totem)	[L.S.]
MOKEETCHIWAN, (totem)	[L.S.]
QUAIKEEGON, (totem)	[L.S.]

No. 30.

THIS INDENTURE, made the nineteenth day of April, in the year of Our Lord one thousand eight hundred and thirty, between Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shoriahowane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderieyos, Awennoxsonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanouhgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawehe, Kayonanoron, Teatup, and Henry A. Hill, the Sachems and Chiefs of the Six Nations of Indians, done at our Council fire, of the one part, and our Sovereign Lord George the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth that in consideration of the sum of five shillings of lawful money of Upper Canada by Our said Sovereign Lord the King, well and truly paid to the said Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shoriahowane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderieyos, Awennoxsonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanouhgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawehe, Kayonanoron, Teatup and Henry A. Hill, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shoriahowane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderieyos, Awennoxsonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanouhgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawehe, Kayonanoron, Teatup, and Henry A. Hill have and each of them hath granted, bargained, sold, released, surrendered and yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender and yield up unto Our said Sovereign Lord the King, His heirs and successors, all that certain parcel or tract of land situate, lying and being in the County of Wentworth, in the District of Gore, containing by estimation eight hundred and seven acres, be the same more or less, and which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say : Commencing where a stake has been planted on the north side of the road leading from the Grand River bridge through the village of Brantford towards Ancaster, now called Colborne street, and fifty links on a line bearing north five degrees thirty minutes west magnetically from the north-west angle of the Mohawk Parsonage ground ; thence north eighteen degrees thirty minutes east magnetically, seventy-nine chains forty-five links, more or less, to a white oak tree ; thence south eighty-four degrees thirty minutes west magnetically eighty-two chains twenty-eight links, more or less, to where a stake has been planted on the eastern boundary line of William Kenedy Smith's land ; thence south twenty-seven degrees thirty minutes west magnetically along the said boundary line fifty-nine chains twenty-six links, more or less, to a certain stone, and northern extremity of Robert Biggar's land ; thence south fifteen degrees west magnetically along the eastern boundary line of the said Robert Biggar's land twenty-eight chains fifty links, more or less, to where a stake has been planted at high water mark on the north side of the Grand River, or Ouse ; thence along the northern bank of the said river with the stream to a certain white oak tree standing at high water mark sixty-four links below the outlet of Nathan Gage's saw-mill race ; thence north twenty-five degrees fifteen minutes east magnetically twenty-four chains thirty links, more or less, to where a stake has been planted at high water mark on the south bank of a certain cove ; thence along the south bank of the said cove with the stream fourteen chains eight links, more or less, to a cluster of soft maple trees ; thence north thirty-four degrees forty minutes east magneti-

cally eight chains, more or less, to a certain white oak tree standing on the summit of the main bank on the north side of the said cove ; then north five degrees thirty minutes west magnetically seven chains fifty-five links, more or less, to within four chains of the south side of the aforesaid road, or Colborne street ; thence north eighty-four degrees thirty minutes east magnetically, and parallel to the said road or street, forty-five chains four links, more or less, to the eastern limit of the said Mohawk Parsonage ground ; thence north five degrees thirty minutes west magnetically five chains, more or less, to the place of beginning. Together with all the woods and waters thereon standing or being, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, either at law or in equity, of them the said Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shoriahowane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderieyos, Awennoxonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanoughgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawche, Kayonanoron, Teatup and Henry A. Hill, of, in, to or out of the same, to have and to hold the said parcel or tract of land and premises hereby granted, surrendered and yielded up unto Our said Sovereign Lord the King, His heirs, successors and assigns, to the only proper use, benefit and behoof of Our said Lord the King, His heirs, successors and assigns, forever.

IN WITNESS WHEREOF, we, the said grantors, have to these presents set our hands and seals the day and year above written.

Signed, sealed and delivered in presence of:

J. BRANT, *Supt. Six Nations.*

W. HOLME, *J.P.*

JAMES RACEY, *J.P.*

LEWIS BURWELL,

JOHN NORTON.

JACOB AYONGHWAHTHA, ^{his} x ^{mark} [L.S.]

HENRY BRANT ^{his} x DEKANAGWASEN, ^{mark} [L.S.]

JACOB SHORIAHOWANE, ^{his} x ^{mark} [L.S.]

LAWRENCE THARONTENTHA, ^{his} x ^{mark} [L.S.]

ICAK TEGHENNAKARINE, ^{his} x ^{mark} [L.S.]

MOSES SHOSHGOAROWANE, ^{his} x ^{mark} [L.S.]

JOSEPH DWASERAGE, ^{his} x ^{mark} [L.S.]

PETTER KANONGWAHEYE, ^{his} x ^{mark} [L.S.]

OTATSEGHTE, ^{his} x ^{mark} [L.S.]

WADERIEYOS, ^{his} x ^{mark} [L.S.]

AWENNOXSONTON, ^{his} x ^{mark} [L.S.]

TEGHATKAHTHOS, ^{his} x ^{mark} [L.S.]

SKANAWATIGH, ^{his} x ^{mark} [L.S.]

OGHNAWARA, ^{his} x ^{mark} [L.S.]

OGHRONHREGOWA, x	his mark	[L.S.]
KAHNEHDAGE, x	his mark	[L.S.]
KANOUGHGERITAWI, x	his mark	[L.S.]
RANAYEGH, x	his mark	[L.S.]
DEKENYOUGH, x	his mark	[L.S.]
DEWATIRON, x	his mark	[L.S.]
DEYOTOREGHGON, x	his mark	[L.S.]
SKAWENATIGH, x	his mark	[L.S.]
KAHWISDANORO, x	his mark	[L.S.]
DEKARAHGWEN, x	his mark	[L.S.]
DAYEKAWHE, x	his mark	[L.S.]
KAYONANORON, x	his mark	[L.S.]
TEATUP, x	his mark	[L.S.]
HENRY A. HILL.		[L.S.]

Received from Our Sovereign Lord King George the Fourth, the sum of five shillings of lawful money, being the full consideration money within specified to be paid to us.

Witness :—

J. BRANT,
WM. HOLME, *J.P.*,
JAMES RACEY, *J.P.*,
LEWIS BURWELL,
JOHN NORTON.

}	HENRY A. HILL,
	JACOB x AYONGHWAGHTHA,
	mark
	his
	ICAK x TEGHENNAKARINE,
	mark
	his
	JOSEPH x DWASERAGE,
	mark
	his
KAJHNIGHTAGIGH, x	
mark	
his	
SKAYENTAKEN, x	
mark	
his	
DEKENYONGH, x	
mark	

THIS INDENTURE, made the nineteenth day of April, in the year of Our Lord one thousand eight hundred and thirty-one, between Jacob Ayonhwahtha, Henry Brant, Sharenhowane, Joseph Hess, Sharonteuhtha, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderijohs, Deyohagwente, Kanyengotunk, Teyoahhtighgon, Tehayahgwach, Onakarontouh, Strayentaken, Skanawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehatkahtohs, Katagwarason, Kanouhgeridawi, Kahnehtageh, Nikarondasa, Ioronhyoron, Shawenhatih, Karotshera, Kayonanoron, Deyoronhyogoh, Tekarahgwank, Sachems or Chiefs of the Six Nations of Indians at their Council fire, of the one part, and Our Sovereign Lord William the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King Defender of the Faith, of the other part, Witnesseth : that in consideration of the sum of five shillings of lawful money of Upper Canada, by Our said Sovereign Lord the King, well and truly paid to the said Jacob Ayonhwahtha, Henry Brant, Sharenhowane, Joseph Hess, Sharonteuhtha, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderijohs, Deyohagwente, Kanyengotunk, Teyoahhtighgon, Tehayahgwach, Onakarontouh, Skayentaken, Stranawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehatkahtohs, Katagwarason, Kanouhgeridawi, Kahnehtageh, Nikarondasa, Ioronhyoron, Shawenhatih, Karotshera, Kayonanoron, Deyoronhyogoh, Tekarahgwank, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said Jacob Ayonhwahtha, Henry Brant, Sharenhowane, Joseph Hess, Sharonteuhtha, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderijohs, Deyohagwente, Kanyengotunk, Teyoahhtighgon, Tehayahgwach, Onakarontouh, Skayentaken, Skanawatigh, Tehayahgwach, Onakarontouh, Skayentaken, Skanawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehatkahtohs, Katagwarason, Kanouhgeridawi, Kahnehtageh, Nikarondasa, Ioronhyoron, Shawenhatih, Karotshera, Kayonanoron, Deyoronhyogoh, Tekarahgwank, have and each of them hath granted, bargained, sold, released, surrendered and yielded up, and by these presents do, each of them doth grant, bargain, sell, release, surrender and yield up unto Our said Sovereign Lord the King, His heirs and assigns, all that certain parcel or tract of land situate, lying and being in the County of Haldimand, in the District of Niagara, containing by estimation twenty thousand six hundred and seventy acres and eight tenths, be the same more or less, and which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing where a stake has been planted at the north-east angle of the said parcel or tract of land on the limit between the Township of Canborough and the lands of the said Six Nations of Indians, and three chains sixty-six links north of Oswego Creek; then south seventy-three degrees west eleven hundred and sixty-six chains forty-five links, more or less, to where a stake has been planted at the north-west angle of the said parcel or tract of land, and six chains seventy-five links south-easterly from the corner between lots number twenty-two and twenty-three in the tenth concession of the Township of Walpole, in the said District of Niagara, then south sixty-two degrees thirty minutes east two hundred and ninety chains, more or less, along the limit between the lands of the said Six Nations of Indians and the Townships of Walpole and Rainham to where a stake has been planted at the south-west angle of the said parcel or tract of land; then north seventy-three degrees east eight hundred and ninety chains thirty-five links, more or less, to where a stake has been planted at the south-east angle of the said parcel or tract of land, and on the limit between the lands of the said Six Nations of Indians and the said Township of Canborough; then north two hundred and eleven chains five links, more or less, to the place of beginning, together with all the woods or waters thereon standing or being, and all the estate, right, title, trust or interest, property, claim and demand whatsoever either at law or in equity,

of them the said Jacob Ayonhwahtha, Henry Brant, Sharenhowane, Joseph Hess, Sharonteuhtha, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderiyohs, Deyohagwente, Kanyenqotonh, Teyoahthighgon, Tehayaegwahl, Onakarontouh, Skayentaken, Skanawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehalkahthohs, Katagwarason, Kanouhgeridawi, Kahnheitage, Nikarondasa, Ioronhyoron, Shawenhathi, Karotshera, Kayonanoron, Deyoronhyogoh, Tekarahgwanh, of into or out of the same. To have and to hold the said parcel or tract of land and premises hereby granted, surrendered and yielded up unto Our said Sovereign Lord the King, His heirs, successors and assigns, to the only proper use, benefit and behoof of Our said Sovereign Lord the King, His heirs, successors and assigns forever.

IN WITNESS WHEREOF we, the said grantors, have to these presents set our hands and seals the day and year above written.

Signed, sealed and delivered in }
presence of }

J. BRANT,

Supt. Six Nations.

WM. HOLME, *J.P.*

M. WILLSON,

LEWIS BURWELL.

JACOB AYONHWAHTHA,	[L.S.]
HENRY BRANT,	[L.S.]
SHARENHOWANE, (totem)	[L.S.]
JOSEPH HESS,	[L.S.]
SHARONTEUHTHA, (totem)	[L.S.]
TEGHENNAKARISON, (totem)	[L.S.]
SHOHSGOHAROWANE, (totem)	[L.S.]
AGHSIGWARISERE, (totem)	[L.S.]
DEWATASARYAKS, (totem)	[L.S.]
DEKAYONWAGEH, (totem)	[L.S.]
DEWASERAGEH, (totem)	[L.S.]
KANONGWENYA,	[L.S.]
DEKAYENNENSERE, (totem)	[L.S.]
WADERIYOHs, (totem)	[L.S.]
DEYOHAGWENTE, (totem)	[L.S.]
KANYENQOTONH, (totem)	[L.S.]
TEYOAHTHIGHGON,	[L.S.]
TEHAYAHGWAEH, (totem)	[L.S.]
ONAKARONTOUH, (totem)	[L.S.]
SKAYENTAKEN, (totem)	[L.S.]
SKANAWATIGH, (totem)	[L.S.]
TEHAWERYAHSA, (totem)	[L.S.]
SOAP, (totem)	[L.S.]
TEHONATAHGWEN, (totem)	[L.S.]
TEHATKAHTHOHS, (totem)	[L.S.]
KATAGWARASON, (totem)	[L.S.]
KANOUHGERIDAWI, (totem)	[L.S.]
KAHNEITAGEH, (totem)	[L.S.]
NIKARONDASA, (totem)	[L.S.]
IRONHYORON, (totem)	[L.S.]
SHAWENHATHI, (totem)	[L.S.]
KAROTSHERA, (totem)	[L.S.]
KAYONANORON, (totem)	[L.S.]
DEYORONHYOGOH, (totem)	[L.S.]
TEKARAHGWANH, (totem)	[L.S.]

No. 32.

THIS INDENTURE, made the sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, by and between John Johnson Claus, of the Town of Niagara, in the District of Niagara and Province of Upper Canada, Esquire, eldest surviving son and heir-at-law of the late Honorable William Claus, deceased, in his lifetime Deputy Superintendent General of Indian Affairs in the said Province, of the

one part, and the Honorable James Baby, of the Town of York, in the Home District, in the said Province, Inspector General of Public Provincial Accounts; the Honorable John Henry Dunn, of York aforesaid, Receiver General of His Majesty's Revenues in the said Province, and the Honorable George Herchmer Markland, of York aforesaid, a member of the Executive and Legislative Councils, of the other part, Witnesseth : that the said John Johnson Claus for and in consideration of the sum of five shillings of lawful money of Upper Canada aforesaid to him in hand paid by the said James Baby, John Henry Dunn and George Herchmer Markland, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released and conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the Ottawa District, in the said Province of Upper Canada, containing by admeasurement two thousand and eight hundred acres of land, more or less, being composed of lots numbers twelve, fifteen and eighteen in the fourth concession of the said township; lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty-five in the fifth concession; and lots numbers fourteen, fifteen, seventeen, eighteen and nineteen in the sixth concession of the said Township of Hawkesbury, and butted and bounded as follows, that is to say: Commencing in front of the said concessions at the north-east angle of each of the said lots respectively; then south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in rear of the said concessions; then north sixty-five degrees west nineteen chains, more or less, to the western limit of each lot; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concessions; then south sixty-four degrees east nineteen chains, more or less, to the place of beginning in each lot.

To have and to hold the said parcel or tract of land with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property or demand whatsoever, whether at law or in equity of him the said John Johnson Claus of, in, to and out of the same and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all incumbrances whatsoever. And the said John Johnson Claus for himself and his heirs doth covenant, grant, and agree to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, that he, the said John Johnson Claus now is the true, lawful and rightful owner of all and singular, the parcel or tract of land hereinbefore described with the appurtenances and every part and parcel thereof, and now is lawfully and rightfully seized in his own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained and sold, or intended so to be, without any condition or limitation of use or uses, to alter, charge, change, incumber or defeat the same. And also, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said parcel or tract of land and every part thereof, with the appurtenances without the let, trouble, hindrance, molestation, interruption or denial of him the said John Johnson Claus or his heirs, or any other person or persons whomsoever lawfully claiming or to claim by, from or under him, them or any or either of them.

And further, that he, the said John Johnson Claus, and his heirs, and every other person or persons, and his or their heirs, having or lawfully claiming any estate, right, title, trust or interest of, in or to the said parcel or tract of land hereinbefore mentioned, or any part thereof, by, from or under him, them or any, or either of them, shall

and will at all times hereafter, upon the reasonable request, and at the proper cost and charges of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other reasonable act or acts, devices, conveyances and assurances in the law whatsoever for the further, better and more perfect granting, conveying and assuring of all and singular the parcel or tract of land hereinbefore described, with the appurtenances unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, as by the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, or their counsel, shall be reasonably devised, advised or required.

And lastly, the said James Baby, John Henry Dunn and George Herchmer Markland do hereby for themselves, their executors, administrators and assigns, acknowledge and declare that the parcel or tract of land hereinbefore described, and every part thereof, is to them by these presents conveyed, in trust for the sole use, benefit and behoof of the Indians known as the Six Nation Indians, settled by the authority of His late Majesty King George the Third upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity forever, and that all sums of money, and the interest thereof, arising from the absolute sale or disposal of the said parcel or tract of land, or of any part thereof, or from the rents and profits of the same, or any part thereof, which shall come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcel or tract of land, or of any part thereof, made by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of these presents, shall be, and the same is hereby declared to be by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid to and for the sole use and benefit of the said Six Nation Indians, and their posterity forever.

IN TESTIMONY WHEREOF, the parties to these presents have hereunto subscribed their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in)	JNO. CLAUS,	[L.S.]
presence of: }	J. BABY,	[L.S.]
ROBT. HAMILTON,	JOHN H. DUNN,	[L.S.]
WALTER H. DICKSON,	GEORGE H. MARKLAND,	[L.S.]

I certify that a memorial of the within deed was recorded in the registry office of the Counties of Prescott and Russell at the hour of three in the afternoon of Thursday the first day of September, one thousand eight hundred and thirty-one, in Book No. 5, pages 30, 31, 32; number of memorial, 1258.

RICHARD PHILIPS HOTHAM,
Registrar.

No. 33.

THIS INDENTURE, made this sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, by and between John Johnson Claus, of the Town of Niagara, in the District of Niagara, and Province of Upper Canada, Esquire, eldest surviving son and heir-at-law of the late Honorable William Claus, deceased, in his lifetime Deputy Superintendent General of Indian Affairs, in the said Province, of the one part; and the Honorable James Baby, of the Town of York, in the said Province, Inspector General of Public Provincial Accounts, the Honorable John Henry Dunn, of York, aforesaid, Receiver General of His Majesty's Revenues, in the said Province, and the Honorable George Herchmer Markland, of York, aforesaid, a member of the Executive and Legislative Councils of the said Province, of the other part, Witnesseth: that the said John Johnson Claus, for and in consideration of the sum of five shillings of lawful money of the Province aforesaid, to him in hand

paid by the said James Baby, John Henry Dunn and George Herchmer Markland, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released and conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Innisfil, in the County of Simcoe, in the Home District aforesaid, containing by admeasurement nine hundred acres, be the same more or less, being composed of the north halves of lots numbers sixteen, eighteen, nineteen and twenty-one, and the south halves of lots numbers fourteen, sixteen, eighteen, nineteen and twenty-one, in the fourth concession of the said township of Innisfil, which said parcel or tract of land is butted and bounded or otherwise known as follows, that is to say: Commencing where a post has been planted at the north-east angle of each of the said north half lots respectively; then south seventy-three degrees thirty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; then north seventy-three degrees thirty minutes east thirty chains, more or less, to the eastern limit of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and a-half, more or less, to the place of beginning in each of the said half lots. Also, commencing where a post has been planted at the south-west angle of each of the said south half lots respectively; then north seventy-three degrees thirty minutes east thirty chains, more or less, to where a post has been planted at the south-east angle of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; then south seventy-three degrees thirty minutes west thirty chains, more or less, to the western limit of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning in each of the said half lots. To have and to hold the said parcel or tract of land with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand whatsoever, whether at law or in equity, of him the said John Johnson Claus, of, in, to and out of the same, and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all encumbrances. And the said John Johnson Claus, for himself and his heirs, doth covenant, grant and agree to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators, and assigns, that he, the said John Johnson Claus, now is the true, lawful and rightful owner of all and singular the parcel or tract of land hereinbefore described, with the appurtenances, and every part and parcel thereof, and now is lawfully and rightfully seized in his own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained and sold, or intended so to be, without any condition or limitation of use or uses, to alter, charge, change, incumber or defeat the same.

And also, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time, and at all times hereafter, forever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said parcel or tract of land and every part thereof, with the appurtenances, without the let, trouble, hindrance, molestation, interruption or denial of him the said John Johnson Claus, his heirs, or any other person or persons whomsoever, lawfully claiming, or to claim by, from, or under him, them, or any or either. And further, that he the said John Johnson Claus and his heirs, and every other person or persons, and his or their heirs, having or lawfully claiming any estate, right, title, trust or interest of, in or to the said

parcel or tract of land hereinbefore described, or any part thereof, by, from or under him, them or any or either of them shall, and will at all times hereafter, upon the reasonable request and at the proper cost and charges of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, make and execute or cause and procure to be made, done and executed all and every such other and further reasonable act or acts, devices, conveyances and assurances in the law whatasoever for the further, better and more perfect granting, conveying and assuring of all and singular the parcel or tract of land hereinbefore described, with the appurtenances, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, as by the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, or their counsel shall be reasonably devised, advised or required. And lastly, the said James Baby, John Henry Dunn and George Herchmer Markland, do hereby for themselves, their executors, administrators or assigns, acknowledge and declare that the parcel or tract of land hereinbefore described, and every part thereof, is to them by these presents conveyed in trust for the sole use, benefit and behoof of the Indians known as the Six Nations Indians, settled by the authority of His late Majesty Lord King George the Third upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity forever; and that all sums of money and the interest thereof arising from the absolute sale or disposal of the said parcel or tract of land, or of any part thereof, or from the rents or profits of the same, or any part thereof, which shall come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcel or tract of land made by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of these presents, shall be and the same is hereby declared to be by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid to and for the sole use and benefit of the said Six Nations Indians and their posterity forever.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set and subscribed their hands and seals the day and year first above written.

Signed, sealed and delivered in the
presence of: }

ROBT. HAMILTON,

WALTER H. DICKSON,

JNO. CLAUS,

J. BABY,

JOHN H. DUNN,

GEORGE H. MARKLAND,

[L.S.]

[L.S.]

[L.S.]

[L.S.]

I certify that on the 5th day of July, A.D. 1831, at 9 o'clock a.m., a memorial produced of the within indenture for registry is entered and enregistered in the register's office for the county of Simcoe in Libr. B., Folio 68, 69 and 70, Memorial No. 336.

GEORGE LOUNT,

Registrar County Simcoe.

No. 34.

THIS INDENTURE, made this sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, by and between Catherine Claus, of the Town of Niagara, in the District of Niagara and Province of Upper Canada, widow of the late Honorable William Claus, deceased, in his lifetime Deputy Superintendent General of Indian Affairs in the said Province, of the one part; and the Honorable James Baby, of the Town of York, in the said Province, Inspector General of Public Provincial Accounts; the Honorable John Henry Dunn, of York, aforesaid, Receiver General of His Majesty's Revenues in the said Province, and the Honorable George Herchmer Markland, of York, aforesaid, a member of the Executive and Legislative Councils of the said Province, of the other part, Witnesseth; that the said Catherine

Claus, for and in consideration of the sum of five shillings of lawful money of Upper Canada aforesaid to her in hand paid by the said James Baby, John Henry Dunn and George Herchmer Markland, at and before the sealing and delivery of these presents, the receipt whereof she, the said Catherine Claus, doth hereby confess and acknowledge, hath granted, bargained, sold, aliened, released and conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the said Province, containing by admeasurement one thousand two hundred acres, be the same more or less, being lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty, in the third concession of the said Township of Hawkesbury (Eastern Division), together with all the woods, ways and waters thereon lying and being, without limitation, reservation or condition, except such as are contained and expressed in the original grant from the Crown, which said one thousand two hundred acres are butted and bounded, or may be otherwise known as follows, that is to say : Commencing in front of the said concession at the north-east angle of each of the said lots respectively ; then south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in the rear of said concession ; then north sixty-five degrees west nineteen chains, more or less, to the western limit in each lot ; then north twenty-five degrees east one hundred and five chains and twenty-seven links, more or less, to the allowance for road in front of the said concession ; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot. To have and to hold the said parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property or demand whatsoever, whether at law or in equity, of her the said Catherine Claus, of, in, to and out of the same and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all encumbrances whatsoever. And the said Catherine Claus, for herself and her heirs, doth covenant, grant and agree, to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, that she the said Catherine Claus now is the true, lawful and rightful owner of all and singular the parcel or tract of land hereinbefore described, with the appurtenances and every part and parcel thereof and here is lawfully and rightfully seized in her own right of a good, sure, perfect absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained and sold, or intended so to be, without any condition or limitation of use or uses to alter, change, encumber or defeat the same ; and also, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time, and at all times hereafter, forever, peacefully and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said parcel or tract of land and every part thereof with the appurtenances, without the let, trouble, hindrance, molestation, interruption or denial of her the said Catherine Claus, or her heirs or any other person or persons whomsoever lawfully claiming or to claim by, from or under her, them, or any, or either of them. And further, that she, the said Catherine Claus, and her heirs, and every other person or persons, and his, her, or their heirs, having or lawfully claiming any estate, right, title, trust or interest of, in or to the said parcel or tract of land hereinbefore described, or any part thereof, by, from or under her, him, them or any, or either of them, shall and will at all times hereafter, upon the reasonable request and at the proper cost and charges of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, make, do and execute, or cause to be made, done and executed, all and every such

other and further reasonable act or acts, devices, conveyances and assurances in the law whatsoever for the further, better and more perfect granting, conveying and assuring of all and singular the parcel or tract of land herein described, with the appurtenances, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, as by the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, their counsel, shall be reasonably devised, advised or required. And lastly, the said James Baby, John Henry Dunn and George Herchmer Markland, do hereby for themselves, their executors, administrators and assigns, acknowledge and declare that the parcel or tract of land hereinbefore described, and every part thereof, is to them, by these presents, conveyed in trust for the sole use, benefit and behoof of the Indians known as the Six Nations Indians settled by the authority of His late Majesty, Lord King George the Third, upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity for ever; and that all sums of money and the interest thereof arising from the absolute sale or disposal of the said parcel or tract of land, or of any part thereof, or from the rents and profits of the same, or any part thereof, which shall come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcel or tract of land made by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of these presents, shall be and the same is hereby declared to be by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid, to and for the sole use and benefit of the said Six Nations Indians and their posterity for ever.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed their hands and affixed their seals, the day and date first above written.

Signed, sealed and delivered in}	C. CLAUS,	[L.S.]
presence of }	J. BABY,	[L.S.]
ROBT. HAMILTON,	JOHN H. DUNN,	[L.S.]
WALTER H. DICKSON,	GEORGE H. MARKLAND,	[L.S.]

I certify that a memorial of the within deed was recorded in the registry office of the Counties of Prescott and Russell at the hour of six in the afternoon on Thursday, the first day of September, one thousand eight hundred and thirty-one, in Book No. 5, pages 32, 33 and 34; number of memorial, 1259.

RICHARD PHILIPS HOTHAM,

Registrar.

KNOW ALL MEN BY THESE PRESENTS, that I, John Jackson, of the Township of Innisfil in the County of Simcoe, in the Home District and Province of Upper Canada, Yeoman, am held and firmly bound unto the Honorable John Henry Dunn, of the city of Toronto, in the said Home District, one of the trustees of the Six Nation Indians in the said Province, in the penal sum of one hundred and fifty pounds of lawful money of Upper Canada, for which payment well and truly to be made unto the said John Henry Dunn, his executors, administrators and assigns, I bind myself, my heirs, executors and administrators firmly by these presents, sealed with my seal and dated this eighth day of December, in the year of Our Lord one thousand eight hundred and forty.

Whereas the said John Jackson hath agreed with the said John Henry Dunn for the purchase of the south half of lot number sixteen in the fourth concession of the said Township of Innisfil, containing by admeasurement one hundred acres, more or less, for the price or sum of sixty pounds of lawful money aforesaid.

Now the condition of this obligation is such, that if the above bounden John Jackson, his executors, administrators or assigns, shall pay or cause to be paid unto the said John Henry Dunn, his executors, administrators or assigns, the said sum of

sixty pounds of lawful money as aforesaid and interest, on the days and times, and in manner following, that is to say : the sum of three pounds twelve shillings, being the interest on the said sum of sixty pounds, computed from the first day of January next ensuing the date hereof annually upon the first day of January in the years of Our Lord one thousand eight hundred and forty-two, and one thousand eight hundred and forty-three ; the further sum of twenty pounds of lawful money aforesaid, together with the lawful interest on the said sum of sixty pounds on the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-four ; the further sum of twenty pounds, together with the lawful interest, on the sum of forty pounds on the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-five ; and the further sum of twenty pounds, with the lawful interest thereon, upon the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-six. Then this obligation will be null and void. Otherwise to remain in full force, effect and virtue.

Signed, sealed and delivered in the }
presence of

JOHN JACKSON.

[L.S.]

SAM. P. JARVIS,
GEORGE VARDON.

KNOW ALL MEN BY THESE PRESENTS that I, William Moore of the Township of Innisfil, in the County of Simcoe, in the Home District and Province of Upper Canada, yeoman, am held and firmly bound unto the Honorable John Henry Dunn, of the City of Toronto, in the said Home District, Esquire, one of the trustees of the Six Nations Indians, in the said Province, in the penal sum of one hundred and fifty pounds of lawful money of Upper Canada, for which payment to be well and truly made unto the said John Henry Dunn, his executors, administrators or assigns, I bind myself, my heirs, executors and administrators firmly by these presents, sealed with my seal, and bearing date this sixteenth day of December, in the year of Our Lord 1840.

Whereas, the above bounden William Moore hath agreed with the said John Henry Dunn for the purchase of the south half of lot number nineteen in the fourth concession of the said Township of Innisfil, for the price or sum of sixty pounds of lawful money aforesaid.

Now the condition of this obligation is such that if the above bounden William Moore, his heirs, executors or administrators, shall pay or cause to be paid unto the said John Henry Dunn, his executors, administrators or assigns, the said sum of sixty pounds of lawful money aforesaid, in the manner following, that is to say : The sum of three pounds twelve shillings, being the interest on the said sum of sixty pounds, computed from the first day of January next ensuing the date hereof annually upon the first day of January, in the years of Our Lord one thousand eight hundred and forty-two and one thousand eight hundred and forty-three ; the further sum of twenty pounds of lawful money aforesaid, together with the lawful interest upon the said sum of sixty pounds, upon the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-four ; the further sum of twenty pounds together with interest on the sum of forty pounds, on the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-five ; and the further sum of twenty pounds, with the lawful interest thereon, upon the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-six. Then this obligation to be null and void ; otherwise to remain in full force, effect and virtue.

Signed, sealed and delivered in the }
presence of :

GEORGE VARDON.

WILLIAM MOORE.

[L.S.]

No. 35.

THIS INDENTURE, made the thirteenth day of August, in the year of Our Lord one thousand eight hundred and thirty-three, between Adam Brown, John Gould, Harry Hunt, Joseph Warrow, Thomas McKee, John Hunt, Junior, Alexander Clarke, James Clarke, William Clarke, Francis Lafovay, Peter Clarke and Samuel Saunders, Indians of the Wyandot or Huron Tribe, residing in the Western District of the Province of Upper Canada, of the one part, and His Majesty King William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth : that for and in consideration of the sum of five shillings of lawful money of Upper Canada by His said Majesty to the said Adam Brown, John Gould, Harry Hunt, Joseph Warrow, Thomas McKee, John Hunt, Junior, Alexander Clarke, James Clarke, William Clarke, Francis Lafovay, Peter Clarke and Samuel Saunders, aforesaid, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof the said Adam Brown, John Gould, Harry Hunt, Joseph Warrow, Thomas McKee, John Hunt, Junior, Alexander Clarke, William Clarke, Francis Lafovay, Peter Clarke and Samuel Saunders, aforesaid, do hereby acknowledge, and of and from the same and every part thereof, do acquit, release and discharge His said Majesty, His heirs and successors, forever by these presents. They, the said Adam Brown, John Gould, Harry Hunt, Joseph Warrow, Thomas McKee, John Hunt, Junior, Alexander Clarke, William Clarke, Francis Lafovay, Peter Clarke and Samuel Saunders, aforesaid, have, and each of them hath granted, bargained, sold released, surrendered, and for ever yielded up, and by these presents do, and each of them doth grant, bargain, sell, release, surrender and for ever yield up, all that parcel or tract of land situated, lying and being in the Western District of the Province of Upper Canada, known as the Huron Reserve, which is butted and bounded as follows, that is to say : Commencing at a post or point on River Detroit, being the boundary between the said Huron Reserve and the military ground attached to Fort Amherst, in the Township of Malden, District and Province aforesaid; thence running east seven miles, more or less, until you strike the west line of the Township of Colchester; thence north along the said line until you strike the south line of the Township of Sandwich; thence west along the said line seven miles, more or less, to the River Detroit ; thence following the course of the said River Detroit to the place of beginning, together with all the woods and waters thereon, lying and being, and all and singular the rights, privileges and appurtenances thereto belonging, to have and to hold the said parcel and tract of land and premises, with their and every of their appurtenances, unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in }
presence of:

J. CLARKE, *Captain,*
66th Regt. Commandant.

CHAS. FREDK. GIBSON,
66th Regt.

CHAS. BIRCHE,
J. P. W. D.

GEO. IRONSIDE, *S. I. Affairs,*

ADAM BROWN, [L.S.]

JOHN GOULD, ^{his} x [L.S.]
mark

HARRY HUNT, ^{his} x [L.S.]
mark

JOSEPH WARROW, ^{his} x [L.S.]
mark

THOMAS MCKEE, ^{his} x [L.S.]
mark

JOHN HUNT, Junr., [L.S.]

ALEX. CLARKE, [L.S.]

JAMES CLARKE, [L.S.]

WILLIAM CLARKE,	his	[L.S.]
FRANCIS LAFOVAY, x	mark	[L.S.]
PETER CLARKE,	his	[L.S.]
SAMUEL SAUNDERS, x	mark	[L.S.]

Received on the day and year within mentioned of His Majesty, William the Fourth, the sum of five shillings of lawful money of Upper Canada, being the full consideration money within mentioned to be paid to us.

Witness :

J. CLARKE,
Captain 66th Regt., Commandant.

ADAM BROWN,
his
JOHN x GOULD,
mark
his
HARRY x HUNT,
mark
his
JOSEPH x WARROW,
mark
THOMAS MCKEE,
JOHN HUNT, Jr.,
ALEX. CLARKE,
JAMES CLARKE,
WILLIAM CLARKE,
his
FRANCIS x LAFOVAY,
mark
PETER CLARKE,
his
SAMUEL x SAUNDERS.
mark

No. 36.

THIS INDENTURE, made the 18th day of November, in the year of Our Lord one thousand eight hundred and thirty-three, between Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, the Principal Chiefs, Warriors and people of the Mississagua Nation of Indians, of the one part, and His Majesty William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part—Witneseth : that for and in consideration of the sum of five shillings of lawful money of the Province of Upper Canada, by His said Majesty to the said Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they the said Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, do hereby acknowledge, and of and from the same and every part thereof acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents :

They the said Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, have, and each and every of them hath granted, bargained, sold, released, surrendered and for ever yielded up and by these presents do and each and every of them doth grant, bargain, sell release, surrender and for ever yield up unto His said Majesty, His heirs and successors, all that island commonly called or known by the name of Big Island, situate and being in the Bay of Quinté, in the Midland District and Province of Upper Canada, together with all the woods and waters thereon lying and being and all and singular, the rights, privileges and appurtenances thereto belonging.

To have and to hold the said island and premises with their and every of their appurtenances unto and for the use of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in
the presence of:

CHARLES A. CLARKE, A.C.G.

J. BARRY, *Lieut. 15th Regt.*

G. PINDER, *Lieut. 15th Regt.*

SILVESTER HURLBURT,

JAMES WINNIETT,

Supt. Indn. Affairs.

PATHEKECHICK, ^{his} x [L.S.]
mark

JOHN AGEWAINS, ^{his} x [L.S.]
mark

JACOB MANJEQUOINCHCAN, ^{his} x [L.S.]
mark

JOSEPH SKUNK, ^{his} x [L.S.]
mark

JAMES INDIAN, ^{his} x [L.S.]
mark

JAMES CRAWFORD, ^{his} x [L.S.]
mark

Received the day and year within mentioned of His Majesty William the Fourth the sum of five shillings, Province currency, being in full of the consideration money within mentioned to be paid to us.

We say received the same by us.

Witness hereto:

CHARLES A. CLARKE, A. C. G.

J. BARRY, *Lt. 15th Regt.*

G. PINDER, *Lt. 15th Regt.*

SILVESTER HURLBURT,

JAS. WINNIETT, *Supt. Indn. Affairs.*

PATHEKECHICK, ^{his} x
mark

JOHN AGEWAINS, ^{his} x
mark

JACOB MANJEQUOINCHCAN, ^{his} x
mark

JOSEPH SKUNK, ^{his} x
mark

JAMES INDIAN, ^{his} x
mark

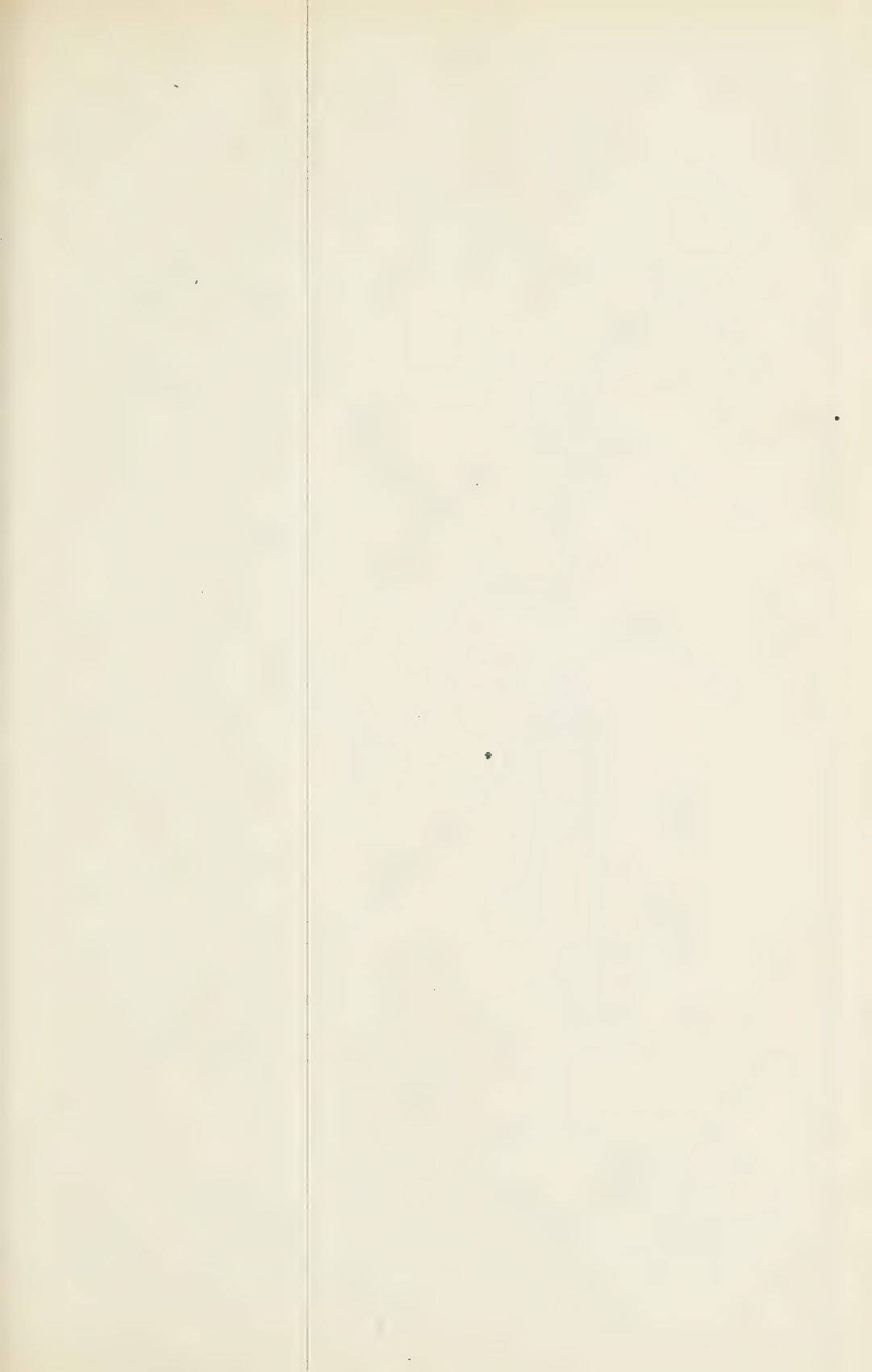
JAMES CRAWFORD, ^{his} x
mark

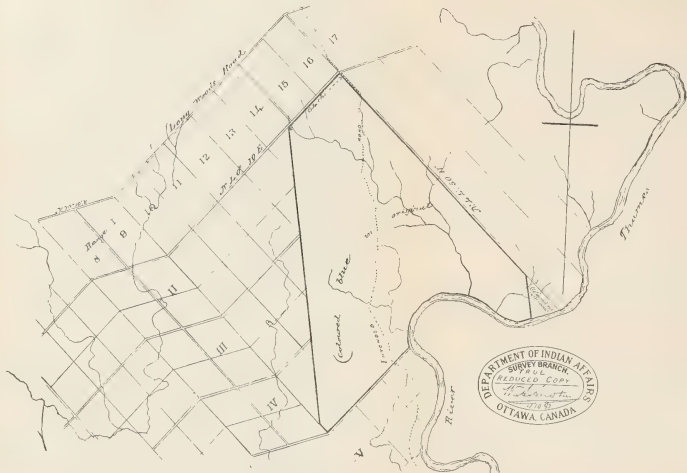
No. 37.

THIS INDENTURE, made the fifth day of February, in the fourth year of the reign of His Majesty William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and in the year of Our Lord one thousand eight hundred and thirty-four between Kanotang, John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway, Chiefs of the Tribe of Chippewa Indians in the London District and Province of Upper Canada of the one part, and His most gracious Majesty King William the Fourth of the other part.

Whereas the said Tribe of Chippewa Indians are desirous and willing to surrender into the hands of His said Majesty the several parcels or tracts of land, part of the Indian Reserve in the said District of London, hereinafter described, in trust and for the especial ends, intents and purposes hereinafter mentioned and expressed.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of five shillings of good and lawful money of the said Province to them the said Kanotang,





John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway in hand paid by or on behalf of His said Majesty at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. They the said Kanotang, John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway, for and on behalf of themselves and the said Tribe of Chippeway Indians, in the said District of London, have and each and every of them hath bargained, sold, aliened, released, surrendered and yielded up, and by these presents do and each and every of them doth bargain, sell, alien, release, surrender and yield up unto His said Majesty, King William the Fourth, His heirs and successors, all that block or tract of land commencing at the south-east corner of the Chippewa Reservation, on the water's edge; thence north $44^{\circ} 50''$ west, being the side line between such reservation and lots 17 south of the Longwoods Road, in the Township of Carradoc, to the north-east corner of the said reserve; then along the northern boundary of the said reserve south $40^{\circ} 10''$ west seventy chains, more or less: and then south $10'$ east to the side line between lots 9 and 10; thence along the said line to the concession road between the 4th and 5th Ranges; then easterly along the said concession road north $40^{\circ} 10''$ east to the water's edge; then north-easterly along the water's edge to the place of beginning, the south-east corner of the said reserve, except and always reserved thereout forty acres of the said block or tract of land to be selected (for the use of the Indians) by the Surveyor General of the Province, which said premises are more clearly and accurately delineated and shown on the plan hereto annexed and coloured blue, the aforesaid reservation of forty acres being intended to be coloured red, and all the estate, right, title and interest, property, claim or demand whatsoever of them the said Kanotang, John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway, and the said Tribe of Chippeway Indians of, in, to, or out of the said lands and hereditaments.

To the end and intent that His said Majesty King William the Fourth, His heirs and successors, shall and may sell and dispose of the said lands and hereditaments at such time or times, in such parts or parcels, and in such manner and form, and at or for such price or prices, sum or sums of money as His said Majesty King William the Fourth, His heirs or successors, shall think best. And to the end and intent that His said Majesty King William the Fourth, His heirs and successors shall and will have, hold, receive and take the money to arise from time to time from such sale or sales in trust, for the sole use and benefit of the said Tribe of Chippewa Indians, and for no other purpose whatsoever.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

This indenture was duly executed and
delivered by all the within named parties
in the presence of:
J. B. CLENCH, *Supt. of Indn. Affrs.*
W. M. YOUNG, *Carradoc, J.P.*
B. BREWSTER BRIGHAM,
Capt. 1st Regt. Oxford Militia

KANOTANG's (totem),	[L.S.]
JOHN TAMICOO's (totem),	[L.S.]
MUSKOKOMON's (totem),	[L.S.]
YAWBASS's (totem),	[L.S.]
CHICKEN's (totem),	[L.S.]
JOHN RILEY's (totem),	[L.S.]
MASQUONONJA's (totem),	[L.S.]
CHARLO's (totem),	[L.S.]
JOHN MUNDIWAY's (totem),	[L.S.]

No. 38.

THIS INDENTURE, made the eighth day of February, in the year of Our Lord one thousand eight hundred and thirty-four, between Henry Brant, Jacob Martin, John Johnson, Awemaras, Oneida Joseph Dewasake, Kanonhgwenigoton, Kahnhdakeh, Otatselite, Skahnhdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takelmystontye, Shakokasyahs, Skayentaken, Shohvadowava, Ohna-

weva and Jacob Johnson, and John Onakavonton, and Kanouhgendawihis, Sachems or Chiefs of the Six Nation Indians, residing on the Grand River, in the Districts of Gore and Niagara, at their Council fire, of the one part, and His Majesty William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of five shillings of lawful money of Upper Canada by His said Majesty to the said Henry Brant, Jacob Martin, John Johnson, Awennaras, Oneida Joseph Dewaserake, Kanonhgwenigoton, Kahnehdakeh Otatselite, Skahnehdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takehnystontye, Shakokavyahs, Skayendaken, Shohvadowawa, Ohnaweva, and Jacob Johnson, and John Onakavonton, and Kanonhgendawihis, Sachems or Chiefs of the Six Nation Indians, as aforesaid, at their Council fire aforesaid, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof the said Henry Brant, Jacob Martin, John Johnson, Awennaras, Oneida Joseph Dewaserake, Kanonhgwenigoton, Kahnehdakeh, Otatselite, Skahnehdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takehnystontye, Shakokasyahs, Shayentaken, Shohvadowawa, Ohnawera, and Jacob Johnson, and John Onakavonton, and Kanouhgendawihis, do hereby acknowledge, and of and from the same and every part thereof do acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents, they the said Henry Brant, Jacob Martin, John Johnson, Awannaras, Oneida Joseph Dewaserake, Kanonhgwenigoton, Kahnehdakeh, Otatselite, Skahnehdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takehnystontye, Shakokasyahs, Shayentaken, Shohvadowawa, Ohnaweva, and Jacob Johnson, and John Onakavonton, and Kanouhgendawihis have, and each of them, hath granted, bargained, sold, released, surrendered and for ever yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender and for ever yield up, all that parcel or tract of land lying and being situate on the Grand River, in the County of Haldimand, in the District of Niagara, and is composed of what is now called the Township of Dunn, and part of the Townships of Moulton, Canborough and Cayuga, and containing, by estimation, fifty thousand two hundred and twelve acres, be the same more or less, including the waters of the Grand River, and is butted and bounded as follows, that is to say: Commencing where a post has been planted in the line on the east side of the allowance for road between the Townships of Canborough and Cayuga, and on the north side of the allowance for road between the first and second concessions of the Township of Cayuga, and at the south-east angle of that parcel of land surrendered to the King by the said Six Nation Indians on the nineteenth day of April, one thousand eight hundred and thirty-one; thence south seventy-three degrees west nine hundred and five chains twenty-six links, more or less, to the western limit of the lands of the Six Nation Indians; thence south sixty-two degrees thirty minutes east eight hundred and seventeen chains twenty-six links, more or less, to the original corner tree or south-west angle of the lands of the said Six Nation Indians, on the north shore of Lake Erie; thence easterly along the shore of Lake Erie in front of the Townships of Cayuga and Dunn to the east side of the mouth of the Grand River; thence northerly and westerly along the east side of the Grand River, about four hundred and fifty chains to where a stake has been planted between the town plot of Dunnville and that portion of the said tract of land situate in the township of Moulton; thence north thirty degrees east seventy-nine chains, more or less, to where a post has been planted in the Township of Moulton; thence north sixty-two degrees thirty minutes west one hundred and forty chains seventy-nine links, more or less, to where a post has been planted in the Township of Canborough; then south fifty-one degrees thirty minutes west sixty-six chains thirty-six links, more or less, to where a post has been planted on the east shore of the Grand River a few chains west of the mouth of Morden's Creek; thence north-westerly along the original margin of the Grand River about two hundred and fifty chains to the line on the east side of the allowance for road between the Townships of Canborough and Cayuga; thence north two hundred and

thirteen chains, more or less, to the place of beginning. Together with all the woods and waters thereon lying and being, and all and singular the rights, privileges and appurtenances thereto belonging, to have and to hold the said parcel or tract of land and premises, with their and every their appurtenances unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above mentioned have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in }	HENRY BRANT,	[L.S.]
presence of: }	his	
JAS. WINNIETT, <i>Supt. Indn. Affrs.</i>	AWENNARAS, x	[L.S.]
LEWIS BURWELL,	mark.	
URIAH TARRANT.	ONEIDA JOSEPH DEWASERAKE, x	[L.S.]
	his	
	mark.	
	OTATSELITE, x	[L.S.]
	mark.	
	his	
	TAYEKAWEHHE, x	[L.S.]
	mark.	
	his	
	JOSEPH TAKAHNYSTONTYE, x	[L.S.]
	mark.	
	his	
	SHOHVADOWAVA, x	[L.S.]
	mark.	
	his	
	JACOB MARTIN, x	[L.S.]
	mark.	
	his	
	JOHN ONAKARONTON, x	[L.S.]
	mark.	
	his	
	KANOUGHGWENIGOTON, x	[L.S.]
	mark.	
	his	
	SKAHNEHDATIH, x	[L.S.]
	mark.	
	his	
	ODIGWAHDONAH, x	[L.S.]
	mark.	
	his	
	SHAKOKASYAHS, x	[L.S.]
	mark.	
	his	
	OHNAWERA, x	[L.S.]
	mark.	
	JOHN JOHNSON,	[L.S.]
	his	
	KANOUGHGENDAWIHIS, x	[L.S.]
	mark.	
	his	
	KAHNEHDAKEH, x	[L.S.]
	mark.	
	LAURENCE DAVIDS,	[L.S.]
	WILLIAM ALVIS,	[L.S.]
	his	
	SKAYENTAKEN, x	[L.S.]
	mark.	
	his	
	JACOB JOHNSON, x	[L.S.]
	mark.	

Received on the day and year within mentioned of His Majesty William the Fourth, the sum of five shillings of lawful money of Upper Canada, being the full consideration money within mentioned to be paid to us.

Witness:

JAS. WINNIETT, *S. I. A.*,
LEWIS BURWELL,
URIAH TARRANT.

HENRY BRANT,
his
AWENNARAS, X
mark.
JACOB MARTIN.

No. 39.

THIS INDENTURE, made the 26th day of March, in the year of Our Lord one thousand eight hundred and thirty-five, between Henry Brant, Isaac Lewis, Jacob Martin, John Johnson, Oneida Joseph, Peter Green, Joseph Doxtater, Cornelius Shakokaeyas, Thomas Skanawaith, Jacob Johnson, Joseph Snow, Joseph Kironhgontye, William Alvis, Jacob Dewaenennotte, Sachems or Chiefs and Principal Men of the Six Nations Indians possessing and residing on the tract of land commonly called the Ouse or Grand River tract, of the one part, and Our Sovereign Lord William the Fourth, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part.

Whereas his late Majesty, King George the Third, of glorious memory, in consideration of the early attachment to his cause manifested by the Chief Warriors and people of the Mohawk Indians and of the loss of their settlement, which they thereby sustained, and being desirous of showing His royal approbation of the same and of recompensing the losses which they had sustained, was graciously pleased to authorize and permit the said Mohawk Indians and such other of the Six Nations of Indians as wished to settle in that quarter to take possession of and settle upon the banks of the river commonly called the Ouse or Grand River running into Lake Erie, allotting to them for that purpose six miles deep from each side of the river which they and their posterity were to enjoy for ever.

And whereas the late Captain Joseph Brant, in his lifetime as the agent for and on behalf of the said Six Nations Indians, executed divers leases and thereby granted or intended to grant certain parcels or tracts of land, parcel of the above-mentioned Grand River tract, to divers individuals for long terms of years.

And whereas the holders of such leases have no legal title to the lands therein comprised, and it hath been proposed and recommended to the said Indians at a meeting in Council of their Chiefs and Principal Men convened and held at the Mohawk Village, on the 29th day of January, 1835, aforesaid, that such persons as have obtained under fair and equitable circumstances the leases aforesaid shall receive from His Majesty free grants of the several tracts or parcels of land therein comprised as aforesaid, and that the said lands so leased or intended to be leased by the said Captain Joseph Brant, as aforesaid, shall be surrendered to His Majesty for the purpose of being so granted as aforesaid, to which proposal the said Six Nations Indians in Council, as aforesaid, have assented, and by articles of provisional agreement made and entered into at the said meeting in Council on the said 29th day of January, 1835, between James Winniett, Esquire, Superintendent of Indian Affairs, on the part and behalf of His Majesty King William the Fourth, of the one part, and the Chiefs and Principal Men of the said Six Nations Indians, residing on the said tract of land, on the other part, they the said Chiefs and Principal Men did resolve and agree, as well on their own behalf as on the behalf of the said Six Nations Indians, residing as aforesaid, to surrender to His said Majesty, His heirs and successors, all and singular such parcels or tracts of land so leased or intended to be leased by the said Captain Joseph Brant as aforesaid: In trust and for the purpose aforesaid.

NOW THIS INDENTURE WITNESSETH, that the said Henry Brant, Isaac Lewis, Jacob Martin, John Johnson, Oneida Joseph, Peter Green, Joseph Doxtater, Cornelius Shakokaeyas, Thomas Skanawatih, Jacob Johnson, Joseph Snow, Joseph Kironhgontye, William Alvis, Jacob Dewaenennotte, Chiefs or Principal Men of the Mohawk or Six

Nations Indians residing on the said tract of land, commonly called the Ouse or Grand River tract, in pursuance of such resolution and agreement in Council as aforesaid, have and each of them hath, as well on their own behalf as also on the behalf of the said Mohawk or Six Nations Indians residing on the tract aforesaid, surrendered and yielded up and by these presents do surrender and yield up unto Our Sovereign, Lord the King's Most Excellent Majesty, His heirs and successors, all and singular the several parcels or tracts of land, parcel of the said Grand River tract, which the said Captain Joseph Brant at any time heretofore in his lifetime, by any lease or leases by him executed as the agent for and on behalf of the said Six Nations Indians, granted, demised, or leased, or intended to grant, remise or lease to any person or persons and for any term or terms, estate or interest whatsoever, together with all woods, underwoods, ways, water-courses, improvements, profits, commodities, hereditaments and appurtenances thereon lying and being or thereto belonging or in anywise appertaining. And all reversion and reversions, remainder and remainders, rents, issues and profits thereof, with their and every of their appurtenances. And all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of them the said Chiefs and Principal Men and of the said people of the Mohawks or Six Nations Indians and their posterity for ever, of, in, to and out of the said parcel or tract of land and premises hereby surrendered, with their appurtenances, to the end, intent and purpose and His said Majesty King William the Fourth shall and may forthwith command and direct that free grants by His Majesty's Most Gracious Letters Patent under the Great Seal of this Province shall be made to the holders of such leases obtained under such fair and equitable circumstances as aforesaid of the several tracts or parcels of land therein respectively comprised and intended to be thereby leased as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Witnesses :

W. R. SMITH,

JOHN SMITH,

JAS. WINNIETT, *Supt. Indn. Affrs.*

HENRY BRANT,

[L.S.]

ISAAC LEWIS,

[L.S.]

JACOB MARTIN,

[L.S.]

JOHN JOHNSON,

[L.S.]

ONEDIA JOSEPH, ^{his}
X
mark.

[L.S.]

PETER GREEN,

[L.S.]

JOSEPH DOXTATER, ^{his}
X
mark.

[L.S.]

JOHN TAYEKAWEHHE, ^{his}
X
mark.

[L.S.]

CORNELS SHAKOKARYAS, ^{his}
X
mark.

[L.S.]

THOMAS SKANUWATIH, ^{his}
X
mark.

[L.S.]

JACOB JOHNSON, ^{his}
X
mark.

[L.S.]

JOSEPH SNOW, ^{his}
X
mark.

[L.S.]

JOSEPH KIRONHYONTYE, ^{his}
X
mark.

[L.S.]

WILLIAM ALVIS,

[L.S.]

JACOB DEWAENENNOTE, ^{his}
X
mark.

[L.S.]

CITY OF TORONTO, 28th April, 1835.

MY DEAR SIR.—I beg to hand you the accompanying deeds, recently executed by the Chiefs of the Six Nations Indians, which His Excellency was pleased to say at an interview I had with him yesterday he thought ought to be registered in the Secretary's office. The one is a deed surrendering to His Majesty 48,000 acres of land for the purpose of sale, for the benefit of the Indians, and the other is a surrender of all the lands included in the Brant leases to His Majesty for the purpose of enabling patents to issue to such persons as may be found equitably entitled to receive them. Both the deeds are of such an important nature that I should recommend strongly their being recorded without delay. After this has been done, it would be well, perhaps, if they were returned to me, to be kept with the Indian papers, or deposited in the Indian Office.

I remain, my dear Sir

Very faithfully yours,

WILLIAM HEPBURN,

A Trustee of the Six Nation Indians.

Lieut. Col. ROWAN,

&c., &c., &c.

In council, 7th May, 1835.—Recommended that the within surrender to the Crown be accepted, and recorded in the Registrar's office of this Province.

JOHN STRACHAN, *P.C.*

Approved,

J. COLBORNE, *Lieut. Governor.*

Entered in book E, folio 10, }
 20th May, 1835. }
 D. CAMERON, *Sec'y and Reg'r.*

No. 40.

THIS INDENTURE, made the second day of April, in the year of Our Lord one thousand eight hundred and thirty-five, between Henry Brant, William Doxtater, Joseph Hess, Jacob Martin, Isaac Lock, John Johnson, Aaron Frashier, Awennaras, Onakaronton, Skanawatih. Oyatajiwak, Ahiron, Asarekrwah, Kahnhehtakeh, Kanonheritawi, Peter Green, Joseph Karouhyontye, Shoherehe, Tesonarenynen, Onahteron, Joseph Doxtater, Otshaton, Tayekawehhe, John Silver, John Obadiah and William Alvis, Sachems or Chiefs and Principal Men of the Six Nations Indians, possessing and residing on the tract of land commonly called the Ouse or Grand River tract, of the one part, and Our Sovereign Lord William the Fourth of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part.

Whereas, His Late Majesty, King George the Third, of glorious memory, in consideration of the early attachment to his cause manifested by the Chief Warriors and people of the Mohawk Indians and of the loss of their settlement which they thereby sustained, and being desirous of showing his royal approbation of the same and of recompensing the losses which they had sustained, was graciously pleased to authorize and permit the said Mohawk Indians and such other of the Six Nations of Indians as wished to settle in that quarter to take possession of and settle upon the banks of the river commonly called the Ouse or Grand River, running into Lake Erie, allotting to them for that purpose six miles deep from each side of the river, which they and their posterity were to enjoy for ever.

And whereas it hath been resolved by the Indians now inhabiting and residing upon the said tract of land, at a meeting in Council of their Chiefs and Principal Men convened and held at the Mohawk Village, on the twenty-ninth day of January last past, that it would be greatly for the profit of the said Indians and their posterity if certain parcels or tracts of land occupied by them were surrendered to His Majesty, for the purpose of being sold, and the moneys arising therefrom applied to and for the use

and benefit of the said Six Nations Indians and their posterity, and by articles of provisional agreement made and entered into at the said meeting in Council, on the said twenty-ninth day of January, between James Winniett, Esquire, Superintendent of Indian Affairs, on the part and behalf of His present Majesty, King William the Fourth, of the one part, and the Chiefs and Principal Men of the said Six Nations Indians, residing on the said tract of land on the other part, they the said Chiefs and Principal Men did agree, as well on their own behalf as on the behalf of the said Six Nations Indians residing as aforesaid, to surrender to His said Majesty, His heirs and successors, a certain tract or parcel of land hereinafter described, being part and parcel of the said tract of land, possession of which was granted to the said Indians as aforesaid, for the purpose of the same being so sold by His said Majesty in trust for the Indians as aforesaid.

NOW THIS INDENTURE WITNESSETH that the said Henry Brant, William Doxtater, Joseph Hess, Jacob Martin, Isaac Lock, John Johnson, Aaron Frashier, Awennaras, Onakaronatan, Skanawatih, Oyatajiwak, Ahirron, Asarekrwah, Kahnehtakeh, Kanonheritawi, Peter Green, Joseph Karoukyontye, Shohereese, Tesonarenyen, Onah-toron, Joseph Doxtater, Otshaton, Tayekawehhe, John Silver, John Obadiah and William Alvis, Chiefs or Principal Men of the Mohawk or Six Nations Indians residing on the said tract of land commonly called the Ouse or Grand River tract in pursuance of the said resolution and agreement in Council as aforesaid, have and each of them hath, as well on their own behalf as also on the behalf of the Mohawk or Six Nations Indians residing on the tract aforesaid, surrendered and yielded up and by these presents do and each of them doth surrender and yield up unto Our Sovereign Lord the King's Most Excellent Majesty, His heirs and successors, all and singular that parcel or tract of land, being parcel of the tract originally given to the said Mohawk or Six Nations Indians on the Ouse or Grand River as aforesaid containing by admeasurement forty-eight thousand acres or thereabouts, and butted and bounded or otherwise known as follows, that is to say: Commencing on the western limit of the Township of Ancaster and on the south side of the allowance for road between the first and second concessions of the Township of Brantford; then south seventy-eight degrees west along the south side of the said allowance for road one thousand and thirty-two chains and thirty-nine links, more or less, to the Township of Burford; then south fifteen degrees forty minutes east four hundred and eleven chains and six links, more or less, along the eastern limit of the said Township of Burford to the northerly angle of the said Township of Oakland; then south sixty-two degrees thirty minutes east three hundred and seventy-five chains, more or less, along the northerly limit of the said Township of Oakland to the south side of the public highway or road leading from Malcolm's Mills in the said Township of Oakland through the settlement and village of Mount Pleasant to the Town of Brantford; then north-easterly along the south side of the said public highway or road crossing the said Ouse or Grand River on the bridge at the Town of Brantford five hundred chains, more or less, to the western limit of the Town of Brantford on the south side of Colborne street; then north fifteen degrees east twenty-seven chains, more or less, to a certain stone at the northerly angle of Robert Biggar's land; then north twenty-seven degrees thirty minutes east fifty-nine chains twenty-six links, more or less, to the north-west angle of the town plot of Brantford; then north eighty-four degrees thirty minutes east eighty-two chains twenty-eight links, more or less, to the north-east angle of the said town plot of Brantford; then south eighteen degrees thirty minutes west seventy-nine chains forty-five links, more or less, to the north side of Colborne street, at the eastern limit of the said Town of Brantford; then south five degrees thirty minutes east one chain, more or less, to the south side of Colborne street; then easterly along the south side of the public highway or road leading from the said Town of Brantford to Ancaster, seven hundred and fifty chains, more or less, to the western limit of the said Township of Ancaster; then north sixty-two degrees thirty minutes west five hundred and fifty chains, more or less, to the place of

beginning; together with all woods, underwoods, ways, water-courses, improvements, profits, commodities, hereditaments and appurtenances thereon lying and being or thereto belonging, or in any wise appertaining; and all reversion and reversions, remainder and remainders, rents, issues and profits thereof, with their and every of their appurtenances; and all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of them the said Chiefs and Principal Men and of the said people of the Mohawks or Six Nations Indians and their posterity for ever, of, in, to or out of the said parcel or tract of land hereby surrendered, with their appurtenances, to the end, intent and purpose that the said parcel or tract of land hereby surrendered as aforesaid shall and may, with all convenient speed, be sold by His Majesty, His heirs and successors, and the proceeds thereof be applied to and for the use and benefit of the said Six Nations Indians.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Reserving, nevertheless, from the above surrender and the description of the lands and premises therein described, all the lands embraced in the second concession of the said Township of Brantford, between lots number thirty-four and fifty-two; also all the lands embraced in the third and fourth concessions of the said Township of Brantford, lying west of a line run from the north-east angle of lot number fifty-one in the said third concession, south thirty degrees west seventy-nine chains, to Fairchild's Creek, west of the said Fairchild's Creek, north of the aforesaid public highway or road, east of the town plot of Brantford and east of the lands of William Kennedy Smith.

Signed, sealed and delivered in }
 presence of }
 W. K. SMITH,
 LEWIS BURWELL,

HENRY BRANT,	[L.S.]
WILLIAM DOXTATER,	[L.S.]
JOSEPH HESS,	[L.S.]
JACOB MARTIN,	[L.S.]
his	
ISAAC LOCK, X	[L.S.]
mark.	
JOHN JOHNSON,	[L.S.]
AARON FRASHIER,	[L.S.]
his	
AWENNARAS, X	[L.S.]
mark.	
his	
ONAKARONTON, X	[L.S.]
mark.	
his	
SKANAWATIH, X	[L.S.]
mark.	
his	
OYATAJIWAK, X	[L.S.]
mark.	
his	
AHRIRON, X	[L.S.]
mark.	
his	
ASAREKRWAH, X	[L.S.]
mark.	
his	
KAHNEHTAKEH, X	[L.S.]
mark.	
his	
KANONAKERITAWI, X	[L.S.]
mark.	
PETER GREEN,	[L.S.]
his	
JOSEPH KAROUHYONTYE, X	[L.S.]
mark.	

SHOHERESE,	his X mark.	[L.S.]
TESONARENYEN,	his X mark.	[L.S.]
ONAHTERON,	his X mark.	[L.S.]
JOSEPH DOXTATER,	his X mark.	[L.S.]
OTSHATON,	his X mark.	[L.S.]
TAYEKAWEHHE,	his X mark.	[L.S.]
JOHN SILVER,	his X mark.	[L.S.]
JOHN OBADIAH,	his X mark.	[L.S.]
WILLIAM ALVIS,		[L.S.]
JAS. WINNIETT,		[L.S.]
<i>Sup. In. Affairs for the Six Nations.</i>		

In Council, 7th May, 1835.—Recommended that the within surrender to the Crown be accepted and recorded in the Registrar's office of this Province.

JOHN STRACHAN, P.C.

Approved.

J. COLBORNE.

Lieut.-Governor.

Entered in Book F, folios 11 and 12,
21st May, 1835. }

D. CAMERON,
Secy, and Regr.

No. 40½.

KNOW ALL MEN BY THESE PRESENTS that we, John Sunday, Jacob Payhegezick, Jacob Sunday, James Sahgahnahquothoabe, Jacob Pahbecoun and James Nahwah-quashkum, Sachems and Chief Warriors of the Mississagua Tribe of Indians of the Bay of Quinté, in the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty King William the Fourth, and in order that His said Most Gracious Majesty, His heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described, for the benefit of the said Indians, in such manner and form and at such price or prices as to His Majesty, His heirs and successors, shall seem best, do remise, release, surrender, quit claim and yield up unto His Majesty King William the Fourth, His heirs and successors, all and singular those certain pieces or parcels of land known and described by the Surveyor-General of the said Province as lots twenty-eight, twenty-nine, thirty and thirty-one on the Bay of Quinté, in front of, the first concession of the Township of Thurlow, in the County of Hastings, Midland District, of the said Province, to the end, intent and purpose that the said lands and premises shall and may be granted and disposed of by His said Majesty, His heirs and successors, in trust for the benefit of the said Indians, and upon and for no other use, trust, end, intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Sachems and Chief Warriors of the said Indians, have hereunto set our hands and seals at Grape Island, in the Province aforesaid, this 15th day of December, in the year of Our Lord one thousand eight hundred and thirty-five.

Signed and sealed in the presence of: J. B. CLENCH, <i>Supt. Indian Affairs</i> , SILVESTER HURLBURT, CHARLES W. WARREN.	}	JOHN SUNDAY,	[L.S.]
		his	
		JACOB X PATHIEGEZHICK,	[L.S.]
		mark and seal	
		his	
		JACOB X SUNDAY,	[L.S.]
		mark and seal	
		his	
		JAMES X SAHGAHNAHUOTHOAIBE	[L.S.]
		mark and seal	
		his	
		JACOB X PAHBEWUN	[L.S.]
		mark and seal	
		his	
		JAMES X NAHWAHQUASHKUM,	[L.S.]
		mark and seal	

No. 41.

KNOW ALL MEN BY THESE PRESENTS that we, Brant Brant, Joseph Smart, Paulus Clause, Joseph Pinn, John Culbertson, Laurence Clause, John Hill, Henry Loft, Seth Powles, Jacob Green, William Maracle, Junior, Thomas Green and John Green, Sachems, Chief Warriors and Principal Men of the Mohawk Indians of Tyendinaga, in the County of Hastings and Midland District of the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty King William the Fourth, and in order that His said Majesty, His heirs and successors may grant and dispose of the lands and hereditaments hereinafter described for the benefit of the said Indians in such manner and form and at such price or prices as to His Majesty, His heirs and successors shall seem best, do remise, release, surrender, quit claim and yield up unto His said Most Gracious Majesty King William the Fourth, His heirs and successors, all and singular that parcel or tract of land situate, lying and being in the Township of Tyendinaga, in the County of Hastings, in the Midland District, in the Province of Upper Canada, and butted and bounded as follows :—

Commencing on the western boundary line of the said township in the centre of the fourth concession ; then north sixteen degrees west four hundred and sixty-three chains sixty-seven links, more or less, to the north-west angle of the township, "then north seventy-four degrees east five hundred and fifty-one chains, more or less, to the Mohawk Reserve," then south sixteen degrees east five hundred and ninety-eight chains twenty-three links, more or less, to the centre of the fourth concession, then south eighty-two degrees thirty minutes west five hundred and sixty chains, twenty-six links, more or less, to the place of beginning: containing by admeasurement twenty-seven thousand eight hundred and fifty-seven acres of land be the same more or less. To the end, intent and purpose that the said lands and premises shall and may be granted and disposed of by His said Majesty, His heirs or successors, in trust for the benefit of the said Indians and upon and for no other use, trust and intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Sachems, Chief Warriors and Principal Men of the said Indians have hereunto set our hand and seals at the Mohawk village, on the Bay of Quinté, in the county, district and Province aforesaid, this twenty-third

day of December in the year of Our Lord one thousand eight hundred and thirty-five.

Signed and sealed in the }
presence of:

J. B. CLENCH,

Superintendent Indian Affairs,

CHARLES W. WARREN,

WILLIAM DELANY.

his
BRANT X BRANT, [L.S.]
mark and seal.

his
JOSEPH X SMART, [L.S.]
mark and seal.

POWLES CLAUSE, [L.S.]

his
JOSEPH X PINN, [L.S.]
mark and seal.

JOHN CULBERTSON, [L.S.]

his
LAURENCE X CLAUSE, [L.S.]
mark and seal.

his
JOHN X HILL, [L.S.]
mark and seal.

HENRY LOFT, [L.S.]

SETH POWLES, [L.S.]

JACOB GREEN, [L.S.]

his
WILLIAM X MARACLE, Jr., [L.S.]
mark and seal.

his
THOMAS X GREEN, [L.S.]
mark and seal.

his
JOHN X GREEN, [L.S.]
mark and seal.

No. 41½.

KNOW ALL MEN BY THESE PRESENTS, that we the Chiefs and Principal Men of the Mohawk Indians, resident on the lands reserved for our use in the County of Hastings, Midland District and Province of Upper Canada, for divers good causes and considerations us thereunto moving, also for the further consideration of five shillings of good and lawful money of the Province aforesaid to us in hand paid at the execution hereof, the receipt whereof we do hereby acknowledge, have granted, assigned, released, transferred and set over, and by these presents do grant, assign, release, transfer and set over to Our Sovereign Lord the King, His heirs and successors, all our right, title, interest and claim whatsoever to the following parcels of land, being a part of the land as aforesaid reserved for our use in the County of Hastings, in the district and Province aforesaid, and described as follows in a survey made thereof by Alexander Campbell, Deputy Surveyor, that is to say: A parcel of land near the Bay of Quinté, being parts of the broken fronts of lots numbers thirty-three, thirty-four and thirty-five, containing by admeasurement eighty-five acres of land, be the same more or less—commencing in the centre of lot number thirty-three at the distance of twenty chains from the shore of the Bay of Quinté; then north sixteen degrees west fifteen chains eighty links, more or less, to where a post has been planted at the north-west angle of the said parcel of land; then north seventy-four degrees east ten chains; then south sixteen degrees east six chains; then north seventy-four degrees east twenty-two chains; then south sixteen degrees east twenty-three chains, more or less, to the shore of the Bay of Quinté; then southerly along the water's edge twenty-six chains, more or less, to where a post has been planted at the south-west angle of the said parcel of land; then north sixteen degrees west twenty chains; then south seventy-four degrees west six chains, more or less, to the place of beginning. And also that other parcel of land, being a part of lot number thirty-two, in the second concession of the aforesaid reserved lands, containing by admeasurement one hundred and fifteen acres

of land, be the same more or less—commencing where a post has been planted at the south-west angle of the aforesaid lot; then north sixteen degrees west fifty chains, more or less, to the centre of said concession; then north eighty-two degrees thirty minutes east eleven chains seventy links; then south sixteen degrees east fifty chains, more or less, to the concession line; then south eighty-two degrees thirty minutes west eleven chains seventy links to the place of beginning; also commencing where a post has been planted at the north-west angle of the aforesaid lot; then north eighty-two degrees thirty minutes east eleven chains seventy links; then south sixteen degrees east fifty chains, more or less, to the centre of said concession; then south eighty-two degrees thirty minutes west eleven chains seventy links, to the southern limit of the said lot; then north sixteen degrees west fifty chains, more or less, to the place of beginning.

To have and to hold the said parcels of land hereinbefore described, together with all and singular the hereditaments, appurtenances and improvements thereunto belonging unto Our Sovereign Lord the King, His heirs and successors, to and for the following use and purposes, that is to say: the first described parcel of land for a burial ground and site for a Protestant Episcopal Church, agreeable to the rights and forms of the Church of England, and also for the site of a parsonage house and glebe attached thereto; and the latter described parcel of land for a glebe lot for the accustomed use and purposes of said church, all of which parcels of land as aforesaid are forever freed and discharged of and from all claims of us, our heirs and assigns, for and by reason of the reservation aforesaid being made of said land by Our said Sovereign Lord the King for our use and benefit as aforesaid.

IN TESTIMONY WHEREOF, we the Chiefs and Principal Men as aforesaid, have hereunto set our hands and seals at the Mohawk Reservation, in the County of Hastings aforesaid, on the twentieth day of January, in the year of Our Lord one thousand eight hundred and thirty-six, and of His Majesty's reign the sixth.

Signed, sealed and delivered in the	his	
presence of:	BRANT x BRANT,	[L.S.]
SALTERN GIVINS,	mark.	
<i>Missionary to the Mohawks.</i>	POWLES CLAUS,	[L.S.]
ALEX. CAMPBELL,	his	
<i>Deputy Surveyor.</i>	JOSEPH x PYNN,	[L.S.]
his	mark.	
JAMES x MAHER,	his	
mark.	JOSEPH x HILL, SENR.,	[L.S.]
	mark.	
	SETH POWLES,	[L.S.]
	JACOB GREEN,	[L.S.]
	his	
	DAVID x SMART,	[L.S.]
	mark.	
	his	
	WILLIAM x MARACLE,	[L.S.]
	mark.	
	BRANT POWLES,	[L.S.]
	JNO. HILL, JUNR.,	[L.S.]

I hereby certify that the within deed is transcribed and registered in the Registrar's office in and for the County of Hastings this eleventh day of October, in the year of Our Lord one thousand eight hundred and forty-seven, at the hour of twelve of the clock at noon of the same day, in Book A., of the Township of Tyendinaga, pages numbers twenty-two, twenty-three and twenty-four; memorial of township record, number sixteen; general number of memorial, two hundred and seventy-six.

G. BENJAMIN,
Registrar County of Hastings.

PROVINCIAL REGISTRAR'S OFFICE,
MONTREAL, 6th December, 1847.

I certify that the within hath this day been entered on the records of this office, in Lib. "A. Surrenders to the Crown," folio 328, &c.

R. A. TUCKER,
Registrar.

No. 42.

KNOW ALL MEN BY THESE PRESENTS that we, Adam Brown, Joseph Warrow and John Gold, Sachems or Principal Chiefs of the Huron or Wyandott Tribe of Indians, inhabiting and residing on the Huron Reserve, near Fort Amherst, in the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty King William the Fourth, and in order that His Majesty, His heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described for the benefit of the said Huron or Wyandott Tribe of Indians in such manner and form and at such price or prices as to His said Majesty, His heirs or successors, shall seem best, have remised, released, surrendered, quitted claim and yielded up, and by these presents do remise, release, surrender, quit claim and yield up unto His said Most Gracious Majesty King William the Fourth, His heirs and successors, all those parcels or tracts of land lying and being situate in the said Huron Reserve, and are butted and bounded, or may be known as follows, that is to say: the east parts of lots numbers one and two, and lots numbers three, four, five, six and seven, in the first concession are thus described: Commencing on the River Detroit, in the limit between lots numbers seven and eight, and at the north-west angle of the said lot number seven; then south eighty-seven degrees and thirty-seven minutes east eighty-seven chains, more or less, to the line on the west side of the stone quarry; then south two degrees and twenty-three minutes west twenty chains, to the northern limit of lot number five; then south eighty-seven degrees and thirty-seven minutes east nineteen chains fifty links, to the allowance for road in rear of the first concession; then south two degrees and twenty-three minutes west fifty chains, more or less, to the allowance for road between the said Huron Reserve and the Township of Malden; then north eighty-seven degrees and thirty-seven minutes west fifty-seven chains forty-seven links, more or less, to the Military Reserve; then north two degrees and twenty-three minutes east twenty-two chains seventy-three links; then north eighty-seven degrees and thirty-seven minutes west forty chains sixty-eight links, more or less, to the River Detroit; thence northerly along the water's edge to the place of beginning. Also, lots numbers thirty, thirty-one and thirty-two, fronting on the River Canard; lots thirty-three and thirty-four, fronting on the main travelled road; and lots numbers thirty-seven, thirty-nine and forty-two, fronting on the River Detroit; all in the first concession, and containing together nine hundred and eighty-seven acres. Also, lots numbers one and two, in the second concession, with the exception of twelve and a-half acres off of the north-west corner of the said lot number two joining the stone quarry, being the three hundred and eighty-seven and a-half acres. Also lots numbers one, two and three in the third concession, containing together six hundred acres; also lots numbers one, two and three in the fourth concession, six hundred acres; also lots numbers one, two, three, four, five, six, seven, eight and nine in the fifth concession, one thousand eight hundred acres; also lots numbers one, two, three, four, five, six, nine and ten in the sixth concession, one thousand six hundred acres; also lots numbers one, two, three, four, five, six, seven, eight, nine and the south half of ten in the seventh concession, one thousand nine hundred acres; also lots numbers one, two, three, four, five, six, seven, eight and nine in the eighth concession, one thousand eight hundred acres—commencing at the north-west angle of each of the said lots respectively; then south two degrees and twenty-three minutes west thirty chains, more or less, to the south-west angle of each of the said lots; then south eighty-seven degrees and thirty-seven minutes east sixty-

six chains sixty-seven links, more or less, to the south-east angle of each of the said lots; then north two degrees and twenty-three minutes east thirty chains, more or less, to the north-east angle of each of the said lots; then north eighty-seven degrees and thirty-seven minutes west sixty-six chains sixty-seven links, more or less, to the place of beginning, together with all the roads laid out in and through the said Huron Reserve by Mr. Deputy Surveyor Peter Carroll, to the end, intent and purpose that the said lands and premises shall and may be so granted and disposed of by His said Majesty, His heirs or successors, in trust for the benefit of the said Huron or Wyandott Tribe of Indians inhabiting and residing on the said Huron Reserve—and upon and for no other use, trust, end, intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Sachems or Principal Chiefs of the said Huron or Wyandott Tribe of Indians, in Council now assembled, at the Town of Amherstburg, in the Western District, Province of Upper Canada, have hereunto, as well on our own behalf as also for and on behalf of the said Huron or Wyandott Tribe of Indians, set and subscribed our names and seals the second day of February, in the sixth year of His said Majesty's reign, and in the year of Our Lord one thousand eight hundred and thirty-six.

Signed, sealed and delivered in the
presence of:

WM. DUFF, *J. P. W. D.*
CHARLES FORTIER, *J. P. W. D.*,
GEO. IRONSIDE, *S. I. A.*

ALEX. CLARKE,
THOMAS MCKEE,
WILLIAM CLARKE,
ISAAC DRIVER,
JOHN HUNT,
ANTHONY COTTER,
PETER CLARKE,
FRANCIS COTTER,
PETER HUNT,
F. COTTER,

Warriors of the Hurons

ADAM BROWN.

[L.S.]

his mark
JOSEPH WARROW, x
and seal.

[L.S.]

his mark
JOHN GOLD, x
and seal.

[L.S.]

LIST of lots of Lands surrendered to the Crown in trust by the Huron or Wyandott Tribe of Indians, the second day of February, one thousand eight hundred and thirty-six:

East parts of Lots Nos. 1 and 2, and Lots Nos. 3, 4, 5, 6 and 7, in the first concession.

Lots Nos. 30, 31 and 32, fronting on the River Canard.

Lots Nos. 33 and 34, fronting on the main travelled road.

Lots Nos. 37, 39 and 42, fronting on the River Detroit, all in the first concession.

Lots Nos. 1 and 2, in the second concession.

Lots Nos. 1, 2 and 3, in the third concession.

Lots Nos. 1, 2 and 3, in the fourth concession.

Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9, in the fifth concession.

Lots Nos. 1, 2, 3, 4, 5, 6, 9 and 10, in the sixth concession.

Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9, in the eighth concession.

No. 42½.

THIS INDENTURE, made the tenth day of March, in the year of Our Lord one thousand eight hundred and thirty-six, between George Strange Boulton, of Cobourg, in the District of Newcastle, in the Province of Upper Canada, Esquire, of the one part, and the Honourable John Henry Dunn, George Herchmer Markland and William Hepburn, Esquire, all of the city of Toronto, of the other part.

Whereas the purchase money or consideration for the premises hereinafter described hath been paid or advanced out of certain monies belonging to the Mississagua Tribe of Indians, residing at Kingston and the Bay of Quinté, and it hath been agreed that a conveyance thereof shall be executed in trust for them in the manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH, that the said George Strange Boulton for and in consideration of the sum of one hundred and nineteen pounds of lawful money of Upper Canada to him in hand paid by the said John Henry Dunn, George Herchmer Markland and William Hepburn, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, transferred and confirmed, and by these presents doth grant, bargain, sell, alien, transfer and confirm unto the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, all that lot or parcel of land being lot number seven in the second concession of the Township of Alnwick, in the said District of Newcastle, and containing by admeasurement one hundred and thirty-six acres and two roods, more or less, and described as follows : Commencing in front of said concession at the south-west angle of the said lot; then north sixteen degrees west forty-two chains and ninety-five links, more or less, to the rear of the said concession ; then north seventy-four degrees east thirty-one chains and eighty-three links, more or less, to the north-east angle of the said lot ; then south sixteen degrees east forty-two chains and ninety-five links, more or less, to the front of the said concession ; then south seventy-four degrees west thirty-one chains and eighty-three links, more or less, to the place of beginning, together with all houses, outhouses, woods and waters and other the hereditaments to the said premises belonging, with all the reversions and remainders, estate, right, title and interest at law and in equity of him the said George Strange Boulton, of, in or to the same or any part thereof.

To have and to hold the same with the appurtenances, free and clear from all incumbrances, to the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, to the use of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns forever, under the reservations, limitations and conditions expressed in the original grant from the Crown : in trust, nevertheless, and for the absolute use, benefit, and behoof of the said Mississagua Tribe of Indians, and to be held and disposed of from time to time as they shall direct and appoint. And the said George Strange Boulton, for himself, his heirs, executors, and administrators, hereby covenants with the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, and *cestuique* trust that notwithstanding any act, matter or thing done or permitted by the said George Strange Boulton to the contrary, he, the said George Strange Boulton is well entitled by these presents to grant and assure the said hereby conveyed premises to the use and in manner aforesaid. And also, that the said premises shall at all times hereafter be peaceably enjoyed, and the rents and profits thereof taken accordingly, without any eviction or denial by the said George Strange Boulton, or any person or persons lawfully claiming through or under him, free from or by the said George Strange Boulton, his heirs, executors or administrators, kept indemnified against all former and other estates, rights, titles and incumbrances created by him, or by any person or persons claiming as aforesaid. And further, that the said George Strange Boulton, and every person claiming as aforesaid, will, at the request and costs of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs or assigns, or of any person or persons to be appointed in their stead by virtue of the proviso for that purpose hereinafter expressed, or their *cestuique* trust, make and execute such act and assurances for the better assuring the hereby conveyed premises to the use and in manner aforesaid as by the person or persons making such request shall be reasonably required and as shall be tendered to be made and executed. Provided always, and it is hereby declared and agreed by and between the parties to these presents, that if the said trustees in and by these presents nominated and appointed under

this present provision, or any of them, shall die, or be desirous to be discharged from, or refuse, or decline, or be incapable to act in the trust hereby in them respectively reposed as aforesaid before the same shall be executed, then and in every such case it shall and may be lawful to and for the surviving or continuing trustees or trustee for the time being, but with the consent in writing, nevertheless, of the Governor, Lieutenant Governor, or person administering the Government of the Province of Upper Canada for the time being, from time to time to nominate and appoint any fit person or persons to be a trustee or trustees in the place or stead of the trustee or trustees so dying, or desiring to be discharged or becoming unwilling or incapable to act as aforesaid. And, when and so often as any new trustee shall be nominated and appointed as aforesaid, the said trust premises which shall have been vested in such trustees or trustee so dying, desiring to be discharged, or becoming unwilling, or incapable to act as aforesaid, shall be thereupon, with all convenient speed, conveyed and transferred so and in such manner as that the same shall be legally and effectually vested in the person or persons so to be appointed as aforesaid, either solely or jointly with the surviving or continuing trustees or trustee, as occasion shall require, to the use and upon and for the trust, intent and purpose hereinbefore expressed and declared, and the person or persons so to be appointed as aforesaid shall have and be entitled to exercise the same power and authority as if he or they had been appointed a trustee or trustees by these presents.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the }
above named George Strange Boulton }
in the presence of : }
D. E. BOULTON.

GEORGE S. BOULTON, [L.S.]
JOHN H. DUNN, [L.S.]
GEORGE H. MARKLAND, [L.S.]
WILLIAM HEPBURN, [L.S.]

Signed, sealed and delivered by the }
above named John Henry Dunn, }
George Herchmer Markland and Wil- }
liam Hepburn in the presence of : }
D. E. BOULTON,

Received the day and year within written of and from the above-named John Henry Dunn, George Herchmer Markland and William Hepburn the sum of one hundred and nineteen pounds of lawful money of Upper Canada, being the consideration money within expressed to be paid by them to me.
£119.

Witnesses:

G. S. BOULTON.

D. E. BOULTON.

And lastly, the said Elizabeth Boulton doth hereby declare that she shall and will accept the provisions hereby made or intended to be made for her in lieu of and satisfaction of any dower or right, or title of dower which she might otherwise be entitled to either at law or in equity, from or out of any real estate of which the said George Strange Boulton shall or may be seized.

The above is the last clause of my marriage settlement, which is in the hands of Samuel Forster, Esquire, Lincoln's Inn (New Square), London.

30th March, 1836.

G. S. BOULTON.

REGISTRY OFFICE, }
COUNTY OF }
NORTHUMBERLAND. }

I do hereby certify that the memorial produced of the within Indenture for registry was by me duly registered on the eighteenth day of May, in the year of Our Lord one thousand eight, hundred and thirty-six, at the hour of eleven of the

clock in the forenoon, in Liber E, folio seven hundred and forty-seven, memorial number four thousand two hundred and eighty-eight.

R. H. THROOP,
Dy. Regr.

These are to witness that in consideration of the sum of four pounds and seven pence half-penny of lawful money of Upper Canada, paid to me by George Strange Boulton, of the Village of Cobourg, in the Newcastle District and Province of Upper Canada, Esquire, being the purchaser at public auction of the parcel or tract of land hereinafter mentioned, sold to pay assessments, under a writ to me directed, according to the law in that behalf, I, Henry Ruttan, Sheriff of the District of Newcastle, do by these presents grant, bargain and sell unto the said George Strange Boulton, his heirs and assigns, two hundred acres of land, being lot number seven in the second concession of the Township of Alnwick, in the Newcastle District, aforesaid, described as follows: Commencing in front of said concession at the south-west angle of said lot; then north sixteen degrees west sixty-seven chains and forty links, more or less, to the rear of said concession; then north seventy-four degrees east twenty-nine chains and eighty links, more or less, to the north-east angle of said lot; then south sixteen degrees east sixty-seven chains and forty links, more or less, to the front of said concession; then south seventy-four degrees west twenty-nine chains and eighty links, more or less, to the place of beginning.

To have and to hold the premises hereby bargained and sold, and all benefit and advantage thereto belonging, unto and to the use of the said George Strange Boulton, his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this sixteenth day of March, in the year of Our Lord one thousand eight hundred and thirty-two.

H. RUTTAN [L.S.]

REGISTRY OFFICE,
COUNTY OF
NORTHUMBERLAND. }

I do hereby certify that a transcript of the within deed was by me duly entered and registered on the fourteenth day of April, in the year of Our Lord one thousand eight hundred and thirty-two, at the hour of half-past ten o'clock in the morning, in Liber G., folio three hundred and seven, number two thousand five hundred and seventy-nine.

A. S. WILCOCKS,
Dy. Regr.

I do hereby certify that there is no incumbrance or subsequent conveyance registered in my office affecting lot number seven in the second concession of Alnwick since my title thereto derived from the Sheriff, 19th January, 1836.

G. S. BOULTON,
Registrar of County of Northumberland.

No. 43.

We, the Honourable William Allan, of the City of Toronto, County of York, Home District and Province of Upper Canada, and Thomas Mercer Jones, of the same place, Esquires, the attornies of the Canada Company, incorporated under and by virtue of an Act made and passed in the sixth year of the reign of His Majesty King George the Fourth, entitled: "An Act to enable His Majesty to grant to a company to be incorporated by charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada, and to invest the said Company with certain powers and privileges, and for other purposes relating thereto," being constituted and appointed

such attornies by virtue and in pursuance of an Act passed in the ninth year of the reign of His Majesty King George the Fourth, entitled : "An Act to alter and amend "an Act for enabling His Majesty to grant to a Company to be incorporated by charter "to be called 'The Canada Company,' certain lands in the Province of Upper Canada," do hereby, in consideration of the sum of seventy-five pounds lawful money of the Province of Upper Canada to us as such attornies as aforesaid paid, grant and release to James Givins, of the City of Toronto, County of York, Home District and Province aforesaid, Esquire, all that certain parcel or tract of land situate as follows, composing lot nine in the tenth concession of the Township of Otonabee, County of Northumberland, New Castle District and Province aforesaid, containing by admeasurement two hundred acres of land, be the same more or less, and which said parcel or tract of land may be better described and known as follows : Commencing where a post has been planted at the south-east angle of the east half of the said lot ; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of the said lot ; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession ; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot ; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning. Commencing also where a post has been planted at the south-west angle of the west half of the said lot ; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot ; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a half, more or less, to the centre of the said concession ; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the west half of the said lot ; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a half, more or less, to the place of beginning, containing two hundred acres of land as aforesaid, and all the right, title and interest of the said Canada Company to and in the same and every part thereof. To have and to hold unto the said James Givins, his heirs and assigns forever.

IN WITNESS WHEREOF, we, the said William Allan and Thomas Mercer Jones have hereunto subscribed our hands, as attornies of the said Canada Company, and affixed our seal of office at the city of Toronto, in the Province of Upper Canada, this eleventh day of March, in the year of Our Lord one thousand eight hundred and thirty-six.

Signed, sealed and delivered)

in the presence of: {

JOHN McDONALD,

CHARLES WIDDER.

W. ALLAN,

THOS. MERCER JONES.

{ Seal of
the
Attornies. }

Received on the day and year in the within deed written, of and from the therein named James Givins, the sum of seventy-five pounds lawful money of the Province of Upper Canada, being the full consideration money to be paid by him to us.

In presence of

JOHN McDONALD,

CHARLES WIDDER,

W. ALLAN,

THOS. MERCER JONES.

REGISTRY OFFICE, }
COUNTY OF }
NORTHUMBERLAND. }

I do hereby certify that a memorial of the within Indenture was by me duly registered on the eighth day of October in the year of Our Lord one thousand eight

hundred and thirty-six, at the hour of ten of the clock in the forenoon, in Liber K, folio one hundred and fifty-eight, memorial number four thousand four hundred and sixty-eight.

R. H. THROOP,
Deputy Registrar.

THIS INDENTURE, made the ninth day of April, in the year of Our Lord one thousand eight hundred and thirty-six, between James Givins, of the city of Toronto, Esquire, and Angelica, his wife, of the first part, and the Honourable John Henry Dunn, the Honourable George Herchmer Markland and William Hepburn, Esquire, all of the said city of Toronto, of the second part.

Whereas, the purchase money, or consideration for the premises hereinafter described, hath been paid or advanced out of certain monies belonging to the Mississagua Tribe of Indians of the Rice and Mud Lake, and it hath been agreed that a conveyance thereof shall be executed in trust for them in the manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH, that the said James Givins, for and in consideration of the sum of two hundred pounds of lawful money of Upper Canada to him in hand paid by the said John Henry Dunn, George Herchmer Markland and William Hepburn, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, transferred and confirmed, and by these presents doth grant, bargain, sell, alien, transfer and confirm unto the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, all that certain parcel or tract of land situate as follows, composing lot nine, in the tenth concession of the Township of Otonabee, in the County of Northumberland, in the Newcastle District, containing by admeasurement two hundred acres of land, be the same more or less, and which said parcel or tract of land may be better described and known as follows: Commencing where a post has been planted at the south-east angle of the east half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of the said lot; thence south seventy-four degrees five minutes west thirty three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning. Commencing also where a post has been planted at the south-west angle of the west half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the west half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half, more or less, to the place of beginning, containing two hundred acres of land as aforesaid together with all houses, outhouses, woods and waters and other the hereditaments to the said premises belonging, with all the reversions and remainders, estate, right, title and interest at law and in equity of him, the said James Givins, of, in or to the same or any part thereof, to have and to hold the same, with the appurtenances, free and clear from all incumbrances to the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, to the use of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, in trust, nevertheless, and for the absolute use, benefit and behoof of the Mississagua Tribe of Indians residing at the Rice and Mud Lakes, and to be held and disposed of from time to time as they shall direct and appoint. And the said James Givins, for himself, his heirs, executors and administrators, hereby covenants with the said John Henry Dunn, George Herchmer

Markland and William Hepburn, their heirs and assigns, and their *cestuique* trust, that notwithstanding any act, matter or thing done or permitted by the said James Givins to the contrary, he, the said James Givins, is well entitled by these presents to grant and assure the said hereby conveyed premises to the use and in manner aforesaid.

And also, that the said premises shall at all times hereafter be peacefully enjoyed and the rents and profits thereof taken accordingly without any eviction or denial by the said James Givins or any person or persons lawfully claiming through or under him, free from or by the said James Givins, his heirs, executors or administrators, kept indemnified against all former and other estates, rights, titles and incumbrances created by him or by any person or persons claiming as aforesaid. And further, that the said James Givins and every person claiming as aforesaid will, at the request and costs of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs or assigns, or of any person or persons to be appointed in their stead by virtue of the proviso for that purpose hereinafter expressed, make and execute such acts and assurances for the better assuring the hereby conveyed premises to the use and in manner aforesaid as by the person or persons making such request shall be reasonably required and as shall be tendered to be done and executed.

Provided always, and it is hereby declared and agreed between and by the parties to these presents, that if the said trustees in and by these presents nominated and appointed under this present provision, or any of them, shall die or be desirous to be discharged from, or refuse or decline, or be incapable to act in the trust hereby in them respectively reposed as aforesaid, before the same shall be executed, then and in every such case it shall and may be lawful to and for the surviving or continuing trustees or trustee for the time being, but with the consent in writing nevertheless, of the Governor, Lieutenant Governor or person administering the Government of the Province of Upper Canada for the time being, from time to time to nominate and appoint any fit person or persons to be a trustee or trustees, in the place or stead of the trustee or trustees so dying or desiring to be discharged, or becoming unwilling or incapable to act as aforesaid. And when and so often as any new trustee shall be nominated and appointed as aforesaid, the said trust premises which shall have been vested in such trustees or trustee so dying, desiring to be discharged or becoming unwilling or incapable to act as aforesaid shall be thereupon with all convenient speed conveyed and transferred so and in such manner as that the same shall and may be legally and effectually vested in the person or persons so to be appointed as aforesaid, either solely or jointly with the surviving or continuing trustees or trustee as occasion shall require, to the use and upon and for the trust, intent and purpose hereinbefore expressed and declared, and the person or persons so to be appointed as aforesaid shall have and be entitled to exercise the same power and authority as if he or they had been appointed a trustee or trustees by these presents.

And this Indenture further witnesseth, that the said Angelica, wife of the said James Givins, for and in consideration of five shillings of lawful money as aforesaid to her by the said John Henry Dunn, George Herchmer Markland and William Hepburn, paid at or before the execution of these presents, the receipt whereof is hereby acknowledged, hath remised, released, quitted claim and forever relinquished and by these presents, doth remise, release, quit claim and forever relinquish unto them, the said John Henry Dunn, George Herchmer Markland and William Hepburn, and their heirs and assigns, all and all manner of dower which she the said — Givins, now hath, or in the event of her surviving the said James Givins, her husband might, or of right ought to have or claim in, to, and out of the said premises above mentioned and every part and parcel thereof, and all manner of action or actions and writ or writs of dower whatsoever.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered by the }
above named James Givins and }
his wife in the presence of : }

ANDREW TOD,

R. H. THORNHILL,

Both of the City of Toronto,

Gentlemen.

Signed, sealed and delivered by the }
above named John Henry Dunn, }
George Herchmer Markland and }
William Hepburn in the presence }
of : }

W. ROSE, of the City of Toronto,

Gentleman.

J. GIVINS,

A. GIVINS,

JOHN H. DUNN,

GEORGE H. MARKLAND,

WILLIAM HEPBURN,

[L.S.]

[L.S.]

[L.S.]

[L.S.]

£200.

Received on the day of the date of the within written Indenture of and from the above named John Henry Dunn, George Herchmer Markland and William Hepburn, the sum of two hundred pounds of lawful money of Upper Canada, being the consideration money above expressed to be paid by them to me.

J. GIVINS.

Witnesses :

ANDREW TOD,

R. H. THORNHILL.

Before me, the Honorable James Buchanan Macaulay, one of His Majesty's Justices of the Court of King's Bench, of the Province of Upper Canada, personally appeared the above named Angelica Givins, and being duly examined by me touching her consent to be barred of her dower of and in the lands above described, she gave her consent thereto, and it did appear to me that such consent was free and voluntary and not the effect of coercion, or fear of coercion, on the part of her husband or any other person.

Given under my hand this twelfth day of July, in the year of Our Lord one thousand eight hundred and thirty-six.

J. B. MACAULEY, *J.K.B.*

REGISTRY OFFICE, }
COUNTY OF }
NORTHUMBERLAND. }

I do hereby certify that the memorial produced of the within Indenture for registry was by me duly registered on the tenth day of October, in the year of Our Lord one thousand eight hundred and thirty-six, at the hour of nine of the clock in the forenoon, in Liber K, folio one hundred and fifty-nine; memorial number, four thousand four hundred and sixty-nine.

R. H. THROOP,

Dy. Registrar.

No. 44.

KNOW ALL MEN BY THESE PRESENTS, that we, Sawgononghquitwabe, Shawondais, Omemee, Wabechenese and Budjeewowwabe, Sachems or Principal Chiefs of the Mississagua Tribe of Indians of Kingston and the Bay of Quinté, in the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty, King William the Fourth, and in order that His Majesty, His heirs and successors, may grant and dispose of the lands and hereditaments hereinafter com-

prised and described for the benefit of the said Indians in such manner and form and at such price, or prices as to His said Majesty, His heirs or successors, shall seem best, have remised, released, surrendered, quitted claim and yielded up, and by these presents do remise, release, surrender, quit claim and yield up unto His said Most Gracious Majesty King William the Fourth, His heirs and successors, all those several lots, pieces or parcels of land situate on Wolfe Lake, in the Township of Bedford, in the Midland District of the said Province (that is to say), lots eighteen, nineteen, twenty, twenty-two, twenty-three, twenty-four, twenty-five and twenty-six, in the ninth concession of the said township. Also, lots eighteen, nineteen, twenty-one, twenty-two, twenty-three, twenty-five, twenty-six and twenty-eight in the tenth concession of the same township. And also, lots twenty-two, twenty-three and twenty-four in the eleventh concession of the said township, and containing in the whole two thousand six hundred and eighty acres, or thereabouts, to the end, intent and purpose that the said lands and premises shall and may be granted and disposed of by His said Majesty, His heirs and successors, in trust for the benefit of the said Mississagua Tribe of Indians, of Kingston and the Bay of Quinté, and upon and for no other use, trust, end, intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Sachems or Principal Chiefs of the said Indians have hereunto set our hands and seals at the Rice Lake this twenty-fifth day of May, in the year of Our Lord one thousand eight hundred and thirty-six.

Signed and sealed in the	(totem)	[L.S.]
presence of }	JOHN SUNDAY (totem)	[L.S.]
CHARLES ANDERSON,	(totem)	[L.S.]
JOHN TURNER,	(totem)	[L.S.]
THOS. B. BENEDICT.	(totem)	[L.S.]

No. 45.

MY CHILDREN :

Seventy snow seasons have now passed away since we met in Council at the crooked place (Niagara), at which time and place your Great Father, the King, and the Indians of North America tied their hands together by the wampum of friendship.

Since that period various circumstances have occurred to separate from your Great Father many of his red children, and as an unavoidable increase of white population, as well as the progress of cultivation, have had the natural effect of impoverishing your hunting grounds it has become necessary that new arrangements should be entered into for the purpose of protecting you from the encroachments of the whites.

In all parts of the world farmers seek for uncultivated land as eagerly as you, my red children, hunt in your forest for game. If you would cultivate your land it would then be considered your own property, in the same way as your dogs are considered among yourselves to belong to those who have reared them; but uncultivated land is like wild animals, and your Great Father, who has hitherto protected you, has now great difficulty in securing it for you from the whites, who are hunting to cultivate it.

Under these circumstances, I have been obliged to consider what is best to be done for the red children of the forest, and I now tell you my thoughts.

It appears that these islands on which we are now assembled in Council are, as well as all those on the north shore of Lake Huron, alike claimed by the English, the Ottawas and the Chippewas.

I consider that from their facilities and from their being surrounded by innumerable fishing islands, they might be made a most desirable place of residence for many Indians who wish to be civilized, as well as to be totally separated from the whites; and I now tell you that your Great Father will withdraw his claim to these islands and allow them to be applied for that purpose.

Are you, therefore, the Ottawas and Chippewas, willing to relinquish your respective claims to these islands and make them the property (under your Great Father's

control) of all Indians whom he shall allow to reside on them; if so, affix your marks to this my proposal.

MANITOWANING, 9th August, 1836.

F. B. HEAD,
J. B. ASSEKINACK,
MOKOMMUNISH, (totem),
TAWACKKUCK,
KIMEWEN (totem),
KITCHEMOKOMON (totem),
PESCIATAWICK (totem),
PAIMAUSEGAI (totem),
NAINAWMUTTEBE (totem),
MOSUNEKO (totem)
KEWUCKANCE (totem),
SHAWENAUSEWAY (totem),
ESPANIOLE (totem),
SNAKE (totem)
PAUTUNSEWAY (totem)
PAIMAUQUMESTCAM, (totem),
WAGEMAQUIN (totem).

No. 45½

To the Saukings:

MY CHILDREN,

You have heard the proposal I have just made to the Chippewas and Ottawas, by which it has been agreed between them and your Great Father that these islands (Manatoulin), on which we are now assembled, should be made, in Council, the property (under your Great Father's control) of all Indians whom he shall allow to reside on them.

I now propose to you that you should surrender to your Great Father the Sauking Territory you at present occupy, and that you should repair either to this island or to that part of your territory which lies on the north of Owen Sound, upon which proper houses shall be built for you, and proper assistance given to enable you to become civilized and to cultivate land, which your Great Father engages for ever to protect for you from the encroachments of the whites.

Are you, therefore, the Sauking Indians, willing to accede to this arrangement; if so, affix your marks to this my proposal.

MANITOWANING, 9th August, 1836.

Witness:

T. G. ANDERSON, *S.I.A.*,
JOSEPH STINSON, *Genl. Supt. of Wesleyan Missions*,
ADAM ELLIOT,
JAMES EVANS,
F. L. INGALL, *Lieut. 15th Regt. Commandg. Detacht.*,
TALFOURD W. FIELD, *Dist. Agent*.

F. B. HEAD,
METIEWABE (totem),
ALEXANDER (totem) KAQUTA BUN-
VAIREAR,
KOWGISAWIS (totem),
METTAWANSH (totem).

No. 46.

AMHERSTBURG, 20th September, 1836.

We the undersigned Chiefs and Warriors, in the name and in behalf of the Wyandot Tribe of Indians inhabiting the tract of hunting ground commonly known and described as the Huron Reserve, in the Township of Malden, County of Essex, in Upper Canada, being desirous to be permitted to sell a portion of our said hunting

ground, or Huron Reserve, which from the industry of the whites has now become highly valuable, and annually to receive the interest of the proceeds thereof without any deductions whatsoever, do hereby this day, in Council at Amherstburg, propose to our Great Father to surrender to him for the general expenses of the Indians in Upper Canada the south third part (C) of the said Huron Reserve, provided our Great Father will sell for us the north third part (A) of the said reserve, paying to us and to our tribe annually, as before stated, the interest of the proceeds thereof, without any deductions whatsoever, and provided the stone quarry which we at present occupy be retained for the use of the Wyandot Indians only.

RIVER DETROIT.	North.
	A.
	B.
	C.

Signed in presence of:

GEO. IRONSIDE, *S.I.A.*,
 JAS. GORDON,
 W. A. CUTHBERT, *Capt. 15th Regt.*,
Commanding Detachment,
 N. RUDGURD, *Lt. 15th Regt.*,
 W. WALLACE, *M.D., Asst. Surg., 15th*
Regt.

his
 THOMAS x CLARKE,
 mark
 ADAM BROWN,
 his
 JOSEPH x WARROW,
 mark
 his
 PETER x GOLD,
 mark
 x HENRY HUNT,
 x NICHOLAS SAFIRA,
 THOMAS MCKEE,
 WILLIAM CLARKE,
 PETER CLARK,
 x FRANCIS PARKE,
 x JOHN BAPTISTE,
 F. COTTER.

J. JOSEPH, *Secretary*.

Approved,

F. B. HEAD,
Lt. Governor.

We, the undersigned Warriors of the Wyandot Tribe of Indians residing on the Huron Reserve, and who were not present at the Council held at Amherstburg on the 21st by His Excellency the Lieutenant Governor, for the purpose of disposing of part of our lands—

Do hereby make known our approval of the arrangements then entered into by our Chiefs and Principal Men.

AMHERSTBURG, 26th September, 1836.

Signed in the presence of:

GEO. IRONSIDE, *S.I.A.*,
 W. A. CUTHBERT, *Capt. 15th Regt.*,
Commanding Detachment.
 N. RUDGURD, *Lt. 15th Regt.*,
 WILLIAM JONES, *Asst. Supt. Ind. Dept.*

ANTHONY COTTER,
 ISAAC P. DRIVER,
 FRANCIS COTTER,
 PETER HUNT,
 NICHOLAS COTTER,
 his
 MATTHEW x GREY EYES,
 mark
 his
 MATTHEW x BROWN,
 mark.

INDIAN DEPARTMENT,
AMHERSTBURG, 27TH Sept., 1836.

SIR,

I have the honor to acknowledge the receipt of your letter of the 22nd inst., and agreeably to the instructions therein contained, I lost no time in assembling the Indians of the Wyandot Tribe who were not present at the Council of the 21st. I then explained to these people the nature of the agreement which was signed by their Chiefs and brethren. They expressed their approbation of the arrangement in terms of high satisfaction, and signed the enclosed document, which I have now the honor to transmit through you to His Excellency the Lieutenant Governor.

I take this opportunity to remind you of the Proclamation which His Excellency was pleased to say he would cause to be sent up to prevent trespasses being committed on the reserve.

I have the honor to be,

Sir,
Your most obedient
Humble servant,

GEO. IRONSIDE,
S. I. A.

J. JOSEPH, Esquire,
Secretary to His Excellency Sir Francis B. Head,
Toronto.

No. 47.

UPPER CANADA.

We, the undersigned Chiefs and others of the Moravian Tribe of Indians occupying lands on the River Thames, in the Province of Upper Canada, having had three several Councils at which we have considered the subject of giving up to our Great Father the King all our interest in the lands occupied by us on the north side of the said River Thames, do now voluntarily propose to relinquish and give up the same to our Great Father the King in consideration of his paying to us an annuity of six hundred dollars every year on the first day of April, and also a reasonable compensation in money to such of our Tribe as have made improvements on our said lands, such compensation to be paid as soon as the value of such improvements are ascertained, and in order to testify our consent to this proposal we do hereby affix our respective marks this twenty-fifth day of October, in the year 1836.

Witnesses present :

J. B. CLENCH,
Supt. Indian Affairs,
NATHAN CORNWALL,
ERASMUS BRERETON,
DAVID SHERMAN,
C. ARNOLD,
JAMES READ,
JNO. VAN ALLEN.

his
TOBIAS x (Chief),
mark.
JOHN PETER'S x mark (Chief),
JOHN HENRY'S x mark,
JOB SAMUEL'S x mark,
EDWARD'S x mark,
GIDEON'S x mark,
GODFREY WHITEYE'S x mark,
ELISHA KINQUOPOT'S x mark,
HENRY'S x mark (Chief),
DANIEL'S x mark,
TOBIAS'S x mark (2nd),
NOAH WHITEYE'S x mark,
BILL WILLSON'S x mark,
HUBBILL'S x mark,
JAMES ARMSTRONG'S x mark,
SAMUEL PETER'S x mark,
JOSEPH HENRY'S x mark,
LENO'S x mark,

ADAM's x mark,
 DAVID's x mark,
 CRANBERRYMARSH's x mark,
 JOHN's x mark,
 JOB SAMUEL's x mark,
 YEFTOO's x mark,
 JOHN WILLSON's x mark,
 FREDERICK's x mark,
 F. B. HEAD,
Lieut. Governor.

A survey and estimate of the improvements on the north side of the River Thames on the Moravian Grant :—

Names.	Amount.			
	Acres.	Roods.	Rods.	£ s. d.
Frederick Samuel, one dwelling house and barn.. . . .	14	0	0	50 0 0
Job Nathan, one house... . . . .	..	..	..	6 5 0
Philip Jacobs, frame house and log barn...	5	1	0	37 10 0
Joab Samuel...	5	0	0	10 0 0
Tobias	0	3	24	1 16 0
Godfrey Whiteye's wife.	1	2	0	3 0 0
Jesse Williams...	0	2	0	1 0 0
Phillipine	2	2	1	5 0 3
Elisa...	1	0	1	2 0 3
Sophia Whiteyes...	8	1	1	16 10 3
Jurteene...	0	3	2	1 10 6
Louisa...	3	0	2	6 0 6
Barbary...	1	0	0	2 0 0
Anna Marah...	1	2	3	3 0 9
Joel...	1	0	0	2 0 0
John Wisner...	0	2	1	1 0 3
Jacob Pheasant...	2	0	3	4 0 9
William Bob...	0	2	0	1 0 0
Amos Timothy...	0	1	2	0 10 6
Salome...	3	0	3	6 0 9
Susannah...	2	0	0	4 0 0
John Peter's wife...	1	0	0	2 0 0
Henrietta...	3	0	3	6 0 9
Agness...	4	0	0	8 0 0
Daniel Locus...	2	3	1	5 10 3
Lucia...	4	2	1	9 0 3
Christiana Jacobs.	6	2	3	13 0 9
Edward Whiteyes.	1	0	3	2 0 9
Susannah...	1	1	1	2 10 3
Anthony Russett...	7	0	2	14 0 6
John Peters...	4	1	4	8 11 0
John Adams...	1	3	28	3 16 10
John Caleph...	3	0	0	6 0 0
Annah Johannah...	1	2	0	3 0 0
James Armstrong...	6	1	8	12 12 0
Moses...	4	3	28	9 17 0
Allan Hendrake...	1	2	3	3 0 9
Henry Mingo...	8	0	0	16 0 0
Thomas...	2	0	0	4 0 0
Currency.....				£293 6 10

The above appraisement made by George P. Kirby, Esquire, and Christopher Arnold, Esquire, and John Williams and David Sherman.

NATHAN CORNWALL.

Sent the receipt of the Moravian Chiefs for the amount of this account the 16th August, 1837, to A. C. G. Foote.

S. P. JARVIS.

Personally appeared before me Nathan Cornwall, Esquire, one of His Majesty's Justices of the Peace for the Western District, and maketh oath that they believe the foregoing appraisement to be just and correct, according to the best of their knowledge and belief.

Sworn and subscribed before me }
 this 15th day of July, 1837. }
 NATHAN CORNWALL,
J. P., W. D.

GEORGE P. KIRBY,
 CHRISTOPHER ARNOLD,
 JOHN WILLIAMS,
 DAVID SHERMAN.

No. 48.

UPPER CANADA,
 TORONTO, 26th November, 1836.

We the undersigned Chiefs and Warriors, in the name and on the behalf of the Chippewa Tribe of Indians of Lake Huron and Simcoe, now occupying the tract of land on the public high road leading from Coldwater to the Narrows of Lake Simcoe, reserved by our Great Father for our use and cultivation, being desirous that the same shall be sold, do hereby this day in Council, at Toronto, propose to our Great Father to surrender the said tract in consideration of our tribe receiving annually the interest of one-third part of the proceeds of such sale—another third part of the same proceeds to be applied for the general use of the Indian Tribes of the said Province—and the residue of the said proceeds to be applied to any purpose (but not for the benefit of the said Indians) as the Lieutenant Governor may think proper to direct.

Witness:

J. GIVINS, *C.S.I.A.*,
 W. B. ROBINSON, *M.P.P.*,
 WILLIAM HEPBURN.

YELLOW (totem) HEAD,
 JOHN (totem) AISANCE,
 THOMAS (totem) NAINESHUNK,
 WAHBONE (totem) YOUNG,
 (totem) SHAWGASHE,
 BIG x SHILLING,
 JAMES x BIGWING,
 JOSEPH x SHILLING,
 BENJAMIN x JOSEPH,
 HENRY x JONES,
 HENRY x STANOUR,
 JOHN x PAWGAWAZNINE,
 x SHAWWENWABUNG.

Approved, F. B. HEAD,
Lt. Governor.

No. 48½.

PROVINCE OF UPPER CANADA.

F. B. HEAD.

WILLIAM THE FOURTH, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these Presents shall come,—GREETINGS:

KNOW YE, that We, of Our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto the New England Company, by the name and description of "The Company for the Propagation of the Gospel in New England and the parts adjacent in America," successors forever, all that parcel or tract of lands situate in the Township of Smith, in the County of Northumberland, in the District of Newcastle, in Our said Province, containing by admeasurement 1,600 acres, be the same more or less, being composed of lots Nos. 16, 17 and 18, and the north part of broken lot No. 19, in the 12th Concession; the broken lots Nos. 17, 18, 19, 20, and north parts of broken lots Nos. 21, 22 and 23, in

the 13th Concession; and broken lots Nos. 18, 19 and 20, lot No. 21, broken lot No. 22, and so much of broken lots Nos. 23 and 24 as lie south of Little Lake, in the 14th Concession of the said Township of Smith, together with all the woods and waters thereon lying and being, under the reservations, limitations and conditions herein-after expressed: Commencing on Buck Horn Lake, in the southern limit of allowance for road between the 14th and 15th Concessions; then north 74 degrees east 76 chains, more or less, to the limit between lots No. 22 and 23; then south 16 degrees east 44 chains, more or less, to Little Lake; then south-westerly, easterly, northerly and easterly, round a point of land; then south-westerly into Mud Lake; then south-westerly following the north shore of Mud Lake round a point of land into Buck Horn Lake; then along the eastern shore of Buck Horn Lake following the several turnings and windings of the same to the place of beginning.

Recorded October 17th, 1837.

CHR. HAGERMAN, }
Atty. Gen. }

To have and to hold the said parcel or tract of land hereby given and granted to them the said New England Company, reserving one chain for a road between the 12th and 13th, and one chain between the 13th and 14th Concession, with free access to the beach for all vessels, boats and persons, and their successors and assigns for ever; saving, nevertheless, to Us, Our heirs and successors, all minds of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid; and saving and reserving to Us, Our heirs and successors, all white pine trees, that shall or may now or hereafter grow or be growing on any part of the said parcel or tract of land hereby granted as aforesaid. Provided, always, that no part of the parcel or tract of land hereby given and granted to the said New England Company and their successors and assigns, be within any reservation heretofore made and marked for Us, Our heirs and successors, by Our Surveyor General of Woods, or his lawful Deputy, in which case, this Our grant for such part of the land hereby given and granted to the said New England Company and their successors and assigns for ever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void, and of none effect, anything herein contained to the contrary notwithstanding.

And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of His late Majesty, King George the Third, entitled: "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, entitled: 'An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province,'" it is declared, "that no grant of lands thereafter made should be valid or effectual unless the same should contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province, in respect of the lands to be thereby granted." Now Know ye, that We have caused an allotment or appropriation of 228 acres and $\frac{4}{5}$ ths to be made in lots Nos. 33 and 40, in the 15th Concession of the said Township of Smith.

Given under the Great Seal of Our said Province of Upper Canada: Witness Our Trusty and Well-beloved Sir Francis Bond Head, K.C.B., &c., &c., &c., Lieut. Governor of Our said Province, this third day of April, in the year of Our Lord one thousand eight hundred and thirty-seven, and in the seventh year of Our Reign.

F. B. H.

By command of His Excellency in Council.

D. CAMERON,
Secry.

O. C. 15th Aug., 1836, Admn. of }
Sir F. B. HEAD, K.C.B., &c. }

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 28th March, 1876.

I hereby certify the within to be a true and faithful copy of the record of the original patent, as entered in Lib. C. W., Folio 71.

JOHN F. C. USHER,

Deputy Registrar of the Province of Ontario.

No. 49.

KNOW ALL MEN BY THESE PRESENTS, that we, John Sunday, Jacob Sunday, Jacob Pazhegezchick, James Sahgahnahquottwabe, Jacob Pahbewun and James Nahwahquaskum, Sachems and Chief Warriors of the Mississagua Tribe of Indians, of Kingston and the Bay of Quinté, now settled in the Township of Alnwick, in the District of Newcastle, in the Province of Upper Canada, in consideration of the trust and confidence we repose in Her Majesty Queen Victoria of Great Britain and Ireland, do hereby surrender and yield up to Her said Majesty, Her heirs and successors, all that tract of land situate in the Midland District, and long known as Wahboose Island, to hold the same to Her said Majesty, Her heirs and successors, forever, the said island containing six hundred acres, be the same more or less. And we do hereby make this surrender to Her Majesty for the purpose of enabling Her said Majesty to sell and dispose of the said island for the highest price that can be had for the same, for our benefit and advantage. And we do hereby declare our wish and desire that the money arising from the sale of the said island should be invested in good and safe Government or other securities at legal interest, which interest to be paid to us from time to time as we may require it.

IN WITNESS WHEREOF, we, the said Sachems and Principal Warriors aforesaid have hereunto set our hands and seals this fifteenth day of June, one thousand eight hundred and thirty-eight.

Signed, sealed and delivered in)
presence of: }

CHARLES ANDERSON,
SILVESTER HURLBURT.

JOHN SUNDAY (totem) [L.S.]

JACOB SUNDAY (totem), [L.S.]

JACOB PAZHEGEZHICK (totem) [L.S.]

JAMES SAHGAHNAQUOTTWABE (totem), [L.S.]

JACOB PAHBEWUN (totem), [L.S.]

JAMES NAH-WAH-QUASH-KUM (totem), [L.S.]

No. 50.

INDIAN OFFICE, TORONTO, 5th January, 1841.

The Lieutenant Governor has directed me to inform the deputation of Chiefs from the Grand River that he has maturely considered their speech to him, and particularly that important part of it which relates to the occupation of their lands by white people without authority.

The Lieutenant Governor is of opinion that very great difficulties will be found in any medium course between the expulsion of all intruders or non-interference, as experience has shown that with all the anxiety to do justice, and with all the care exercised to prevent injury to Indian interests, the interference of the Indians themselves, continually, has created new difficulties, to which there seems to be no end, and yet the Government is expected to compromise its own character by adjudging what is right and wisely recommended by the Indians, or what, on the other hand, may be capriciously or corruptly counselled by them.

The Lieutenant Governor is of opinion that there can be no remedy found for the continuance of this unsatisfactory and embarrassing state of affairs while the

lands remain general property under circumstances which it is no reproach to the Indians to say that they cannot manage the estate for the general interests of the tribes.

The Lieutenant Governor therefore considers that it would be very much for the benefit of the interests of the Indians if they surrendered into the hands of Government the whole tract, with the exception of such part of it as they may choose to occupy as a concentrated body, so that the same may be disposed of by Government; and the Lieutenant Governor therefore strongly recommends that this course be adopted by them, that they immediately select a tract of sufficient extent to give each head of a family or grown up man a farm of one hundred or two hundred acres (as may be thought expedient), for cultivation in the most eligible situation on the river, together with a further quantity to be reserved for firewood and other contingencies; that the Indians then remove to this tract and live together as a concentrated body upon the farms assigned to them, and that the residue of the tract be surrendered to be disposed of for the exclusive benefit of the Indians.

The Lieutenant Governor is also of opinion that when the Indians are thus settled together there will be no difficulty in keeping away intruders, or summarily punishing them should they persevere in committing trespasses on their tract of land.

The Lieutenant Governor feels confident that the proceeds of the sale of the residue of the land and the timber growing upon it will retrieve the affairs of the Six Nations Indians, as well as confer on that section of the Province a lasting benefit, by bringing into cultivation a large tract of the finest description of land, which at present is not only unproductive to the Indians, but absolutely useless to them in every point of view, and which is considered by the public a bar to the improvement and prosperity of the districts in which it is situated, and in fact a nuisance which the public have a right to call upon Government to abate.

It is unnecessary for the Lieutenant Governor again to express the great anxiety felt by the Queen's Government to promote the interests of the Indians and to carry out such a system in the management of their affairs as may conduce to this end; and the Lieutenant Governor therefore trusts that every member of the community of the Six Nations Indians will believe him when he states that if he were not firmly convinced that the plan proposed in this communication was the most proper for their adoption he would not have recommended it.

SAM. P. JARVIS,

Ch. S. I. Affairs.

To

JOHN SMOKE JOHNSON,

PETER GREEN,

PETER FISHCARRIER,

THOMAS ECHO,

And others forming the deputation of Mohawk Chiefs.

SENECA, 15th January, 1841.

To the Chiefs of the Six Nation Indians:

Being convinced by conversation with several Indians of the Six Nations, since my arrival among them, that my communication to the Chiefs of the 5th January, 1841, relating to the Six Nations lands upon the Grand River is altogether misinterpreted by them, I have thought it necessary to submit the following in explanation of that document and of the intention of Government, in order to protect the true interests of the Indians.

The Government is of opinion that it would greatly conduce to the happiness, comfort and wealth of the Six Nations if all their land, with the exception of what is necessary for their own cultivation and for firewood, should be disposed of, so as to create a fund continually increasing for the benefit of the Six Nations, and upon

such a plan they are of opinion that the income of the Six Nations can be immediately increased by a sum varying from £3,000 to 5,000 per annum.

The Government, therefore, in the communication of the 5th January instant, proposed to the Chiefs and Warriors that the whole tract, with the exception of such part of it as they may choose to occupy as a concentrated body, should be surrendered, so that the same should be immediately disposed of for the benefit of the Indians, and to relieve the present embarrassed state of their affairs.

The Government were also of opinion that it would be for the benefit of the Indians, and proposed in the communication of the 5th instant, that they should remove to such tract as should be thus reserved and set apart for their exclusive benefit, and become pledged to protect the same from every species of injury or intrusion upon the part of the white man. But in expressing thus their opinion to the Chiefs and proposing that such a reservation should be made, it was by no means the intention of the Government, nor is it their intention, to desire the removal of any Indian from a farm at present in his occupation, and when the Indian himself is content to remain; but they deem it advisable to secure a tract permanently for their occupation in case any of the Indians should voluntarily desire to dispose of their improvements, under sanction of the Government, and to remove to such reservation where a home should be secured to him apart from the interference of the white man. And I wish it now to be thoroughly understood, that it is by no means desired to remove the Indians from lands at present in their occupation, nor at any time to press such a measure upon them, but that the removal in all cases should emanate voluntarily from themselves, if, at any future period, they should think it advantageous so to do, and that the white men who are now on the tract and who have almost without exception been invited and introduced into the tract by the Indians themselves, should be no longer suffered to remain upon these valuable lands without paying a single shilling to the Indian funds, but the Government shall immediately interfere to compel the payment of a fair value into the funds.

I wish it likewise to be understood, that in case any Indian (upon the proposed plan) should desire to dispose of his improvement, and to remove to the reserved tract, no bargain can be noticed or allowed which is not in the first instance proposed, as well by the purchaser as the Indian to the Department, and approved of, and that any further trespasses or intrusions, of any nature whatsoever, upon the reserved tract, whether committed without or with the approbation of the Indians, either singly or collectively, will meet with the strongest disapprobation of the Government, and that the party offending shall be immediately removed and punished according to the law.

From a careful enquiry into the nature of the claims of the white men to the lands in their occupation it is but too plainly apparent that they have been invited by the great majority of the Indians, and that the latter have received large sums of money which they are wholly incapable of ever refunding. So far, indeed, from the Government receiving any co-operation from the Indians, notwithstanding their repeated remonstrances and calls upon them for protection, they find every measure proposed thwarted by the conduct of the Indians themselves, by the repeated pretended sales of their public property, and that, too, not only within the last year, but if I am correctly informed, within the last fortnight, by some of the Chiefs and Indians who have been most urgent in their remonstrances.

Under such circumstances it cannot be expected, nor would it in any manner tend to the interests of the Indians, that upwards of 2,000 white persons nearly equal in number to the Indians upon the Grand River, should be utterly removed from their homes, for which in some instances they have paid so dearly to individual Indians; neither justice or policy, or a due regard to the Indian interests, requires or will permit of such a measure nor can any such be expected to be approved of by me or recommended to the Government.

I am informed, and believe from my own observations, that the above plan proposed meets with the approbation of the most intelligent, industrious and worthy of the Indians, and I am fully satisfied that their true interest requires its adoption.

Those who are opposed to it must therefore reflect that any private division in the Council, from whatever cause proceeding, cannot prevent the Government from interfering in seconding the wishes of the industrious and from promoting the wealth and prosperity of the Nations as a body.

In case any further divisions should take place in Council, and by declining amicably to meet the views of Government, the Indians should continue to thwart the measures devised as most conducive to their interest, I am apprehensive that the Government will be compelled, however reluctantly, to take into their own hands the exclusive management of their affairs, and as Chief Superintendent it will be my duty, immediately upon my return, to recommend such a course, to prevent the public property of the Six Nations from being sacrificed to the avarice and rapacity of individuals.

I have made frequent applications to the British Government relating to the stock in the Grand River Navigation Company held by the Indians, and I think I can with safety say that measures will be soon adopted in relation to that matter advantageous to the Indians. In conclusion, I can only further assure you, that if the above measure proposed has not been maturely considered, and if it was not thought most calculated to promote the interests of the Six Nations, it never would have received the approbation of the Government, nor of myself as head of the Department.

I therefore recommend to the Indians in Council that they approve of the Government disposing for their exclusive benefit and advantage, either by lease or otherwise, of all their lands which can be made available, with the exception of the farms at present in their actual occupation and cultivation, and of 20,000 acres as a further reservation, and that the selection of this reservation be deferred until after a general survey of the tract, when the position most advantageous to the general interests and peculiar wants of the Indians can be more judiciously selected. I will merely add that I will meet the Chiefs in Council at the Onandaga Council House on Monday next, at 1 o'clock, to receive their answer.

SAM. P. JARVIS,
Ch. S. I. Affairs.

The Chiefs and Warriors of the Six Nations Indians upon the Grand River in full Council assembled at Onandaga Council House, this eighteenth day of January, in the year of Our Lord one thousand eight hundred and forty-one, having maturely considered the proposal made to them by Samuel Peters Jarvis, Esquire, Chief Superintendent of Indian Affairs, contained in the annexed documents, dated the 5th and 15th January, 1841, in full reliance and confidence in Her Majesty's Government that they will dispose of the property of the Six Nations Indians, for the sole benefit of them and their posterity for ever, according to the intent and meaning of the said annexed documents, and for no other purpose whatsoever, to the best of their judgment, and also in full confidence and reliance upon Her Majesty's Government, that they shall not sell, or dispose of in fee simple any portion of that tract called the Johnson Settlement, unless what is available to be sold as town lots in the immediate neighbourhood of the Town of Brantford, without the assent of those Indians for whom the same was formerly reserved first being obtained, have and do hereby assent to Her Majesty's Government disposing of the land belonging and formerly reserved upon the Grand River for the Six Nations Indians, for the benefit of the said Six Nations, and for full and valuable consideration according to the best of their judgment, so as to preserve the benefit thereof for them the said Six Nations and their posterity for ever, and for no other purpose, according to the intent and meaning of said annexed documents, dated the 5th and 15th January, 1841, respectively.

IN TESTIMONY WHEREOF, we, Moses Walker, John Smoke Johnson, Skanawate, Kanokaretini, Peter Green, John Whitecoat and Jacob Fish, being deputed by the

said Six Nations in full Council assembled to assent to the same in their behalf, have hereto set our hands and seals this 18th January, 1841.

Signed, sealed and delivered in presence
of us, being fully interpreted by Mr.
Jacob Martin, a subscribing witness to
these presents:

J. MARTIN, *I. I. Department,*
JAS. WINNIETT, *S.I.A.,*
JOHN W. GWYNNE.

MOSES WALKER, [L.S.]

JOHN S. JOHNSON, [L.S.]

SKANAWATE, ^{his} x [L.S.]

mark
his
KANOKARETINI. x [L.S.]

mark
his

JOHN WHITECOAT, x [L.S.]
mark

PROVINCIAL REGISTRAR'S OFFICE, 1st Nov., 1844.

I hereby certify that the foregoing surrender, together with the documents therein referred to of the 5th and 15th Jan., 1841, respectively, have this day been entered on the records of this office, in Lib. A, folio 241.

R. D. TUCKER,
Registrar.

No. 51.

[To all to whom these presents shall come,—GREETING:

KNOW YE, that we the undersigned Chiefs of the Mohawk Nation of Indians of the Bay of Quinté have surrendered, and do hereby, on behalf of our said tribe, and with their entire consent, surrender unto Her Majesty, Her heirs and successors, all that parcel or tract of land in this Township of Tyendenaga which is known as the tract reserved to be leased, or may be otherwise described as the tract lying within the following limits, viz.: Commencing at the south-west angle of the north half (or 80-acre lot) of number twenty-eight, in the fourth concession, north of the road in the said Township of Tyendenaga; thence easterly along the centre line in the said fourth concession to the boundary of the township; thence northerly along the said boundary line to the rear of the said township; thence westerly along the boundary line between Hungerford and Tyendenaga to the north-west corner of lot number twenty-eight in the tenth concession; thence southerly along the side lines, between numbers twenty-seven and twenty-eight, through the several concessions, viz: ten, nine, eight, seven, six, five, and the north half of the fourth, to the place of beginning; in trust, with the understanding that the said parcel of land is to be disposed of to the best advantage, and the proceeds to be invested for the benefit of our tribe, as is more fully set forth in the surrender of the tract lying to the west of the above described parcel of land and now in course of sale.

Done at Tyendenaga, in the Victoria District, this fifteenth day of April, in the year of Our Lord one thousand eight hundred and forty-three.

In presence of:

SALTERN GIVINS, *Missionary*,

JOHN HILL,

SETH POWLES,

HENRY ^{his} x LOFT.

mark
JOHN CULBERTSON.

BRANT ^{his} x BRANT, [L.S.]

mark
POWLES CLAUS. [L.S.]

his
THOMAS x GREEN. [L.S.]

mark
JOHN W. HILL. [L.S.]

Chiefs.

KNOW ALL MEN BY THESE PRESENTS, that I, James Henderson, of the Town of Kingston, in the Midland District and Province of Canada, Esquire, for and in consideration of the sum of six hundred pounds of lawful money of Canada to me in hand paid on behalf of Her Majesty Queen Victoria at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have surrendered, granted and yielded up, and by these presents do surrender, grant and yield up unto Her said Majesty Queen Victoria, Her heirs and successors, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Cartwright, in the County of Durham in the Newcastle District in that part of the Province of Canada heretofore called Upper Canada containing by admeasurement eight hundred acres of land, be the same more or less, being composed of lots numbers six and seven in the eleventh concession and lots numbers seven and eight in the twelfth concession of the said Township of Cartwright, together with all houses, outhouses, woods and waters thereon erected, lying and being, and all and singular the hereditaments and appurtenances to the said premises in anywise belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits of, in, to or out of the same and every part thereof.

To have and to hold the same, with the appurtenances, freed and discharged from all encumbrances whatsoever unto Her said Majesty Queen Victoria, Her heirs and successors, to the use, intent and purpose that the said parcels or tracts of land, hereditaments and premises hereby surrendered, shall and may from henceforth and forever hereafter be vested in, held and enjoyed by Her said Majesty Queen Victoria, Her heirs and successors, upon trust, nevertheless, for the tribe of Mississauga Indians settled at Balsam Lake, in the Newcastle District, and their posterity forever; and I, the said James Henderson, for myself and my heirs, executors and administrators, do covenant, grant and agree to and with Her said Majesty Queen Victoria, Her heirs and successors, that I, the said James Henderson, am the true, lawful and rightful owner of all and singular the said parcels or tracts of land and premises above mentioned, with the appurtenances, and of every part and parcel thereof, and now am lawfully and rightfully seized in my own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, surrendered and yielded up or intended to be granted, surrendered and yielded up, without any condition or limitation of use or uses, or any other matter or thing to alter, charge, change, encumber or defeat the same.

And also, that Her said Majesty Queen Victoria, Her heirs and successors, shall and may, from time to time, and at all times hereafter, forever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said premises above mentioned, and every part and parcel thereof, with the appurtenances, upon trust as aforesaid, without the let, trouble, hindrance, molestation, interruption or denial of me, the said James Henderson, my heirs or assigns, or any other person or persons whomsoever, lawfully claiming or to claim by, from or under me, them, or any, or either of them; and further, that I, the said James Henderson, and my heirs, and all and every other person and persons whomsoever having or lawfully claiming any estate, right, title, trust or interest of, in or to the said premises above mentioned, or any part thereof, by, from or under me, them or any or either of them, shall and will at all times hereafter upon the reasonable request and at the proper costs and charges of Her said Majesty Queen Victoria, Her heirs and successors, do and execute or cause or procure to be made, done and executed all and every such further and other lawful and reasonable act or acts, devices, conveyances and assurances in the law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said premises above mentioned, with the appurtenances, unto Her said Majesty Queen Victoria, Her heirs or successors, as by Her said Majesty Queen Victoria, Her heirs or successors, Her or their counsel, shall be reasonably devised, advised or required; and also that I, Millicent Pollock Henderson,

wife of the above named James Henderson, for and in consideration of the sum of five shillings of lawful money as aforesaid, to me on behalf of Her said Majesty Queen Victoria now in hand paid, have remised, released and forever relinquished, and by these presents do remise, release and forever relinquish unto Her said Majesty Queen Victoria, Her heirs and successors, all and all manner of dower and right or title of dower whatsoever which I, the said Millicent Pollock Henderson, in the event of surviving my husband, might or of right ought to have or claim in, to and out of the said parcels or tracts of land and premises above mentioned, and every part and parcel thereof and all manner of action or actions and writ or writs of dower whatsoever.

IN WITNESS WHEREOF, we, the said James Henderson and Millicent Pollock Henderson, have hereunto respectively set our hands and affixed our seals this third day of November, in the year of Our Lord one thousand eight hundred and forty-three.

Signed, sealed and delivered by the
within named James Henderson and
Millicent Pollock Henderson in the
presence of

JAMES HENDERSON, [L.S.]
MILLICENT P. HENDERSON. [L.S.]

N. McLEOD,

REGISTRY OFFICE,
COUNTY OF DURHAM,
DISTRICT OF NEWCASTLE.

To Wit:

I do hereby certify that a memorial produced of the within deed of surrender was by me duly registered on this thirtieth day of November, in the year of Our Lord one thousand eight hundred and forty-three, at the hour of nine o'clock in the forenoon, in Book L, page number four hundred and eighty-one, memorial number six thousand two hundred and twenty-nine, and proved on the oath of Neil McLeod, of the Town of Kingston, in the Midland District and Province of Canada, Gentleman.

GEO. F. WARD,
Deputy Registrar.

Recorded 14th February, 1867. }

Lib. C. S. of Surrenders, Fol. 288. }

GEO. H. LANE,

Dep. Prov. Registrar.

No. 53.

THIS INDENTURE, made the third day of June, in the year of Our Lord one thousand eight hundred and forty-four, between the Honorable John Henry Dunn, of the Town of Kingston, in the Midland District and Province of Canada, and the Honorable George Herchmer Markland, of the same place, of the first part, and Her Most Excellent Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the second part, Witnesseth: that whereas by a certain indenture of bargain and sale, in trust made on the sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, between John Johnson Claus, of the Town of Niagara, Esquire, eldest surviving son and heir-at-law, of the late Honorable William Claus, in his lifetime Superintendent General of Indian Affairs in the Province of Upper Canada, of the first part; and the Honorable James Baby, then of the Town of York, in the said Province, Inspector General of Public Provincial Accounts, and the said John Henry Dunn and George Herchmer Markland, of the second part. He, the said John Johnson Claus, did, for the consideration therein mentioned, grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situated, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the

Ottawa District, in the Province of Upper Canada, containing by admeasurement two thousand and eight hundred acres of land, more or less, being composed of lots numbers twelve, fifteen and eighteen in the fourth concession of the said township; lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty-five in the fifth concession; and lots fourteen, fifteen, seventeen, eighteen and nineteen in the sixth concession of the said Township of Hawkesbury; which said lands and tenements are butted and bounded as described in the said Indenture. To have and to hold the said parcel or tract of lands, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of him, the said John Johnson Claus, of, in, to or out of the same and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, free and discharged from all incumbrances whatsoever; and whereas, by a certain other Indenture of bargain and sale in trust, made on the same day and year aforesaid, between the said John Johnson Claus, as eldest son and heir-at-law, as aforesaid, of the first part, and the said James Baby, John Henry Dunn and George Herchmer Markland, of the second part, he, the said John Johnson Claus, for the consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Innisfil, in the County of Simcoe, in the Home District, containing by admeasurement nine hundred acres, be the same more or less, being composed of the north halves of lots numbers sixteen, eighteen, nineteen and twenty-one, and the south halves of lots numbers fourteen, sixteen, eighteen, nineteen and twenty-one in the fourth concession of the said Township of Innisfil, which said parcel or tract of land is butted and bounded as described in the said Indenture of bargain and sale secondly herein in part described. To have and to hold the same parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said John Johnson Claus, of, in, to and out of the same and every part and parcel thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all incumbrances.

And whereas by a certain other indenture of bargain and sale in trust, made on the same day and year aforesaid, between Catherine Claus, of the Town of Niagara, aforesaid, widow of the said Honorable William Claus, of the first part, and the said James Baby, John Henry Dunn and George Herchmer Markland, of the second part, she, the said Catherine Claus, for the consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division), aforesaid, containing by admeasurement one thousand and two hundred acres, be the same more or less, being lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty in the third concession of the said Township of Hawkesbury (Eastern Division), together with all woods, ways and waters thereon lying and being without limitation, reservation or condition, except such as are contained in the original grant from the Crown—which said one thousand and two hundred acres are butted and bounded, or may be otherwise known, as described in the said third Indenture herein in part recited. To have and to hold the same parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of her, the said Catherine Claus, of, in, to or out of the same and every

part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all incumbrances whatsoever.

And whereas, in and by the three Indentures of bargain and sale hereinbefore in part recited, the said James Baby, John Henry Dunn and George Herchmer Markland did, for themselves, their executors, administrators and assigns, acknowledge and declare that the said parcels or tracts of land therein described were thereby conveyed to them in trust for the sole use, benefit and behoof of the Indians known as the Six Nations Indians, settled, by authority of His late Majesty, King George the Third, upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity for ever; and that all sums of money, and the interest thereof arising from the absolute sale or disposal of the said parcels or tracts of land, or from any part thereof, or from the rents and profits of the same, or any part thereof which should come into the hands of them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcels or tracts of land made by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of the said Indentures respectively, should be and the same were thereby declared to be by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust, as aforesaid, to and for the sole use and benefit of the said Six Nation Indians and their posterity for ever.

And whereas, since the making of the said Indentures of bargain and sale, the said James Baby has departed this life, and his estate, in the several lands and premises thereby conveyed, has become vested by survivorship in the said John Henry Dunn and George Herchmer Markland, the surviving joint-tenants thereof.

And whereas, it is expedient that the said estate should be vested in the Crown for the more convenient administration of the trusts in the before-mentioned Indentures declared.

NOW THIS INDENTURE WITNESSETH, that the said John Henry Dunn and George Herchmer Markland, in consideration of the premises and also in the further consideration of the sum of five shillings to them in hand paid on behalf of Her said Most Excellent Majesty, the receipt whereof they do hereby acknowledge, have granted, surrendered, yielded up, released and conveyed, and by these presents do grant, surrender, yield up, release and convey unto Her said Most Excellent Majesty Queen Victoria, and to Her heirs and successors, all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, which they, the said John Henry Dunn and George Herchmer Markland now have, by virtue of the said Indentures of bargain and sale, and of their said survivorship of, in, to or out of the said lands, tenements and premises hereinbefore mentioned, and by the said Indentures of bargain and sale so conveyed to them for the purposes aforesaid, together with all and singular the houses, churches and buildings, woods, ways and waters thereon situated and being, and all the rights, privileges, easements and appurtenances whatsoever to the said premises, lands and tenements belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To have and to hold the same, with the appurtenances, as aforesaid, unto Her said Most Excellent Majesty Queen Victoria, Her heirs and successors forever; in trust, nevertheless, for the sole use, benefit and behoof of the Indians known as the Six Nations Indians, settled upon the Ouse or Grand River, aforesaid, and their posterity forever, and to apply the monies arising from the sale, or demise of the said parcels or tracts of land, or any part thereof, or the rents, issues and profits of the same or any part thereof, to the sole and only use, benefit and behoof of the said Six Nations Indians, settled upon the Ouse or Grand River, and their posterity forever. And the said John Henry Dunn and George Herchmer Markland do hereby for themselves, their heirs, executors and administrators, jointly and severally covenant and agree to and with Her said Most Excellent Majesty, Her heirs and successors, in

manner following, that is to say: That the said lands, tenements and premises hereby conveyed and surrendered are free and clear, and freely and clearly discharged of and from all manner of debts, sales and contracts of sale, deeds, bonds, mortgages, judgments, executions, elegits, extents and incumbrances whatsoever, made, done or suffered by them, the said John Henry Dunn and George Herchmer Markland, or either of them, or by and with knowledge, concurrence and assent of them or either of them. And also, that they, the said John Henry Dunn and George Herchmer Markland, their heirs, executors and administrators, and all and every person or persons claiming, or to claim, any estate, right, title or interest of, in or to the said lands and premises herein surrendered, or any part thereof, by, through or under them, or any of them, shall and will at all times hereafter make, seal, execute and deliver, or cause to be made, sealed, executed and delivered unto Her said Majesty, Her heirs and successors, all such further and other acts, deeds, matters and things, conveyances and assurances in the law, whatsoever, as by Her said Majesty, Her heirs or successors, or their counsel learned in the law, shall reasonably be devised, advised or required.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the	}	JOHN H. DUNN,	[L.S.]
presence of		GEORGE H. MARKLAND.	[L.S.]
THOS. KIRKPATRICK,	}		
J. J. BURROWES, witness to execution			
by GEORGE H. MARKLAND.			

I certify that a memorial of the within deed of surrender was recorded in the registry office of the Counties of Prescott and Russell (as far as relates to lands in said counties) at the hour of eleven a.m. on Wednesday, the sixteenth day of July, one thousand eight hundred and forty-five, in Book ten, pages 45, 46, 47; number of memorial, 3969.

G. D. REED,
Registrar.

A memorial hereof, so far as relates to lands in the County of Simcoe, is entered and recorded in the registry office for the said county on the 15th day of August, A.D. 1844, at 9 o'clock in the forenoon, in Lib. G., Folios 463 and 464; memorial number, 5442.

GEORGE LOUNT,
Registrar County Simcoe.

Recorded 11th February, 1867.	}
Lib. C. S. of Surrenders, Fol. 278.	
GEO. H. LANE,	
<i>Dep. Provl. Registrar.</i>	

No. 53½.

KNOW ALL MEN BY THESE PRESENTS, that we, Cheogama, Shawanaw, Quayqua-ke-bone, Petwegeshi, Kekonasawa, Principal Chiefs of the Ojibewa Indians of the River St. Clair and Chenail Ecarté, in the Province of Canada, in consideration of the trust and confidence by us reposed in Her Most Gracious Majesty Victoria, and in order that Her Majesty, Her heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described for the benefit of such Indians, in such manner and form and at such price or prices as to Her said Majesty, Her heirs and successors, shall seem best, have remised, released, surrendered, quitted claim and yielded up to Our said Most Gracious Majesty the Queen, and by these presents do remise, release, surrender, quit claim and yield up all that certain tract of land situate in the Western District of this Province, in the Township of Moore, being one mile in extent along the edge of the river and extending four miles back, and being bounded on the south side by the town line between Sombra and Moore,

known as the Lower Indian Reserve, and containing two thousand six hundred and twenty-five acres, in trust for the benefit of the said Indians, that it may be granted and disposed of as Her Majesty, Her heirs and successors, may deem most advisable, and for no other use, trust, intent or purpose whatsoever.

IN WITNESS WHEREOF, we, the said Indians, have hereunto set our hands and seals at Kingston, on the eighteenth day of August, in the year of Our Lord one thousand eight hundred and forty-three.

Signed and sealed in the presence }
of }

SAML. P. JARVIS, *Ch. S. I. Affairs,* }
T. W. KEATING, *A. S. I. A.* }

CHEOGEMA, (totem.)
SHAWANAW, (totem.)
QUAY-QUA-KEBONE, (totem.)
PETWEGESHIG, (totem.)
KEKANASAWA, (totem.)
GEORGE ANSE, (totem.)
KYOSH, (totem.)

Certified to be a true copy,

SAML. P. JARVIS,
Ch. S. I. Affairs.

No. 54.

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Samuel Peters Jarvis, of the city of Toronto, in the Home District, and Province of Canada, Esquire, Chief Superintendent of Indian Affairs, in and for that part of the said Province formerly called Upper Canada, send Greeting:

Whereas by Indenture of bargain and sale, bearing date the first day of December, in the year of Our Lord one thousand eight hundred and thirty-five, George Strange Boulton, of Cobourg, in the District of Newcastle and then Province of Upper Canada, conveyed in fee simple to James Givins, of the said city of Toronto, then being Chief Superintendent of Indian Affairs, in and for the said then Province of Upper Canada, and his successors in office, a certain lot or parcel of land being lot number seven in the second concession of the Township of Alnwick, in the said District of Newcastle, containing by admeasurement one hundred and thirty-six acres and two roods, more or less, and therein particularly described in trust for the absolute use and benefit of the Mississagua Tribe of Indians of Kingston and the Bay of Quinté, to be disposed of as they should direct, and for no other trust and intent or purpose whatsoever, as upon reference thereto will more fully appear.

And whereas the said James Givins has since been succeeded in the said office of Chief Superintendent of Indian Affairs by the said Samuel Peters Jarvis.

And whereas, further by Indenture of bargain and sale bearing date the eighth day of February, in the year of Our Lord one thousand eight hundred and twenty-nine, and made between John Steele, of Cobourg aforesaid, Esquire, and Charles George Buller, of the Township of Hamilton, near Cobourg, aforesaid, Esquire, of the one part, and the said Samuel Peters Jarvis, as Chief Superintendent of Indian Affairs, as aforesaid of the other part, the said John Steele and Charles George Buller, for the consideration therein named did convey to the said Samuel Peters Jarvis, his heirs and assigns for ever, all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland and District of Newcastle aforesaid, containing by admeasurement four hundred acres, be the same more or less, being composed of lots numbers four and five in the tenth concession of the said Township of Otonabee, in trust for the Mississagua Tribe of Indians of Kingston and the Bay of Quinté, and their posterity for ever, as upon reference to the said Indenture will appear.

And whereas also, one Adolphus Liscam, of the Township of Hamilton aforesaid, did convey to the said Samuel Peters Jarvis as such Chief Superintendent of Indian

Affairs as aforesaid, and his successors in the said office for ever, a certain parcel or tract of land situate in the said Township of Alnwick, being composed of the west half of lot number sixteen in the second concession of the said Township of Alnwick, containing one hundred acres, be the same more or less, in trust for the said Mississagua Tribe of Indians of Kingston and the Bay of Quinté aforesaid, as upon reference to the said conveyance will more fully appear.

And whereas, also by Indenture of bargain and sale bearing date the thirtieth day of November, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between William Roe of the Township of Whitechurch, in the Home District and Province aforesaid, Esquire, of the one part, and the said Samuel Peters Jarvis as such Chief Superintendent of Indian Affairs as aforesaid, of the other part, the said William Roe, for the consideration therein named, did convey to the said Samuel Peters Jarvis and his successors in the said office all that parcel or tract of land situate in the Township of Rama, then in the County of Simcoe, in the said then Province of Upper Canada (now in the County of York, in the Home District and Province of Canada aforesaid), containing by admeasurement ninety-seven acres, be the same more or less, being composed of broken lot number seven in the front concession of the said Township of Rama, and better known and described in the patent which issued upon the original grant from the Crown to one Benjamin Yarnold in trust, for the express use and enjoyment of the Tribe of Chippewa Indians of Lakes Huron and Simcoe, and residing at Coldwater and the Narrows, in the said Home District, and their posterity forever; subject, however, to such appropriation, alienation or disposal thereof as might be ordered by the Governor, Lieutenant Governor or person administering the Government of the said Province for the time being, by and with the consent and advice of the Executive Council thereof, with the assent and approbation of the said Tribe of Chippewa Indians, to be given in a Council of the said Tribe of Chippewa Indians expressly convened for that purpose, as by reference to the said Indenture will appear.

And whereas, also by Indenture of bargain and sale bearing date the first day of December, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between William Frederick Hill Rooke, of the Township of Rama aforesaid, gentleman, then late Second Lieutenant in the Sixtieth Regiment, of the one part, and the said Samuel Peters Jarvis, Chief Superintendent of Indian Affairs, as aforesaid, of the other part, the said William Frederick Hill Rooke did, for the consideration therein named, convey to the said Samuel Peters Jarvis and his successors in the said office for ever all those parcels or tracts of land situate in the said Township of Rama, containing by admeasurement four hundred and sixty-one acres, be the same more or less, being composed of lots numbers nine and ten in the front concession upon Lake Couchiching, containing one hundred and seventy-four acres; lot number thirty-two in front upon Couchiching Lake, containing ninety-nine acres; broken lot number twenty-four, and south-west part of lot number twenty-three, in the second concession of the said Township of Rama, in the said Indenture particularly described by metes and bounds, containing one hundred and eighty-eight acres, upon trust for the express use and enjoyment of the said tribe of Chippewa Indians last mentioned, and their posterity forever, subject as last above mentioned, as upon reference to the said Indenture will more fully appear.

And whereas, further, by Indenture of bargain and sale bearing date the thirty-first day of December, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between Benjamin Yarnold, of the Township of Rama, aforesaid, gentleman, and Sarah Anne Yarnold, his wife, of the one part, and the said Samuel Peters Jarvis, Chief Superintendent of Indian Affairs, as aforesaid, of the other part, the said Benjamin Yarnold, for the consideration therein named, did convey to the said Samuel Peters Jarvis and his successors in the said office for ever, all that parcel or tract of land situate in the said Township of Rama, being composed of lot number twenty-five in the second concession of the said Township of Rama, upon trust, for the express use and enjoyment of the said last-mentioned tribe

of Chippewa Indians and their posterity forever, subject, as last aforesaid, as upon reference thereto will more fully appear.

And whereas, further, by Indenture of bargain and sale, bearing date the first day of December, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between John Murray Coppinger, of the Township of Rama, aforesaid, and Eliza Hamilton, his wife, of the one part, and the said Samuel Peters Jarvis, Chief Superintendent of Indian Affairs, as aforesaid, of the other part, the said John Murray Coppinger did, for the consideration therein named, convey to the said Samuel Peters Jarvis, as such Chief Superintendent of Indian Affairs, as aforesaid, and his successors in office for ever, all that parcel or tract of land situate in the said Township of Rama, containing by admeasurement four hundred and sixty-nine acres, be the same more or less, being composed of lots numbers five and six, in the front concession; lot number seventeen, in the front concession, and the broken lots numbers nineteen and twenty in the fifth concession of the said Township of Rama, upon trust for the express use and enjoyment of the said above-mentioned tribe of Chippewa Indians and their posterity for ever, as by the said Indenture reference being thereunto had will more fully appear.

And whereas, further, by Indenture of bargain and sale, bearing date the thirtieth day of November, in the year last aforesaid, and made between William Laughton, of the Township of East Gwillimbury, in the Home District and Province aforesaid, merchant, and Andrew Borland, of the Township of Orillia, in the said Home District, gentleman, of the first part, and the said Samuel Peters Jarvis, as such Chief Superintendent of Indian Affairs, as aforesaid, of the second part; the said William Laughton and Andrew Borland did convey to the said Samuel Peters Jarvis as such Chief Superintendent, as aforesaid, and his successors in the said office for ever, all and singular those certain parcels or tracts of land situate in the said Township of Rama being composed of broken lot number eight and broken lot number sixteen in the front concession; lot number twenty-five in the first concession; lot number twenty-five in the third concession; lot number nineteen in the third concession; and lots numbers nineteen and twenty in the fourth concession of the said Township of Rama, containing in the whole five hundred and ninety-four acres, be the same more or less: upon trust for the express use and enjoyment of the said last-mentioned tribe of Chippewa Indians and their posterity for ever, subject, however, as last aforesaid.

And whereas, it has become expedient that the several trusts created by the several above in part recited trust conveyances to the said Samuel Peters Jarvis should be transferred from him the said Samuel Peters Jarvis to the Crown.

And whereas for the purpose of effecting this object it has been directed by His Excellency the Governor General of the Province, that the said Samuel Peters Jarvis should surrender the said lots, pieces or parcels of land and premises comprised in the several in part above recited Indentures, and their and every of their appurtenances, unto Her Majesty Queen Victoria, Her heirs and successors, upon such trusts as are hereinafter mentioned.

NOW KNOW YE, that I, the said Samuel Peters Jarvis, as such Chief Superintendent of Indian Affairs, as aforesaid in consideration of the premises, and also in further consideration of the sum of five shillings to me in hand paid at or before the sealing and delivery of these presents (the receipt whereof I do hereby acknowledge) have surrendered and yielded up and by these presents do surrender and yield up unto Her Majesty Queen Victoria, Her heirs and successors, all the estate, right, title, claim, interest and demand whatsoever, which I, the said Samuel Peters Jarvis, my heirs or successors in the said office, have or hereafter might have under and by virtue of the said several above in part recited trust conveyances or any or either of them, of, in and to all and singular the lots, parcels or tracts of land above and therein respectively set forth and all and singular the appurtenances thereto respectively belonging. To have and to hold the same respectively, and every part and parcel thereof, with their and every of their appurtenances, unto Her said Majesty, Her heirs and

successors forever: upon the same trusts, nevertheless, and subject to the same conditions, respectively, as are in and by the said several above in part recited trust conveyances set forth and imposed in relation to the premises therein respectively contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this twentieth day of February, in the year of Our Lord one thousand eight hundred and forty-five.

Signed, sealed and delivered in }
presence of:

W. D. P. JARVIS,
G. MURRAY JARVIS,
GEO. N. PHILLPOTT,
ROBERT DAVIDSON.

SAMUEL P. JARVIS,
Chief Supt. Indian Affairs.

REGISTRY OFFICE,
COUNTY OF NORTHUMBERLAND.

I hereby certify that a memorial of the within Indenture was by me duly registered on the 14th January, A.D. 1846, at 9 a.m., Liber O., folios 711 and 712, memorial 7,896.

J. CAMERON,
Dep. Registrar.

A memorial hereof is recorded in the registry office, County York, the 9th July, 1845, at 11 a.m., in Lib. G. 2, folio 462, memorial 24,895.

JOHN RIDOUT,
Dep. Registrar.

Recorded 13th February, 1867, }
Lib. C. S. of Surrenders, folio 283. }

GEO. H. LANE,
Dep. Provl. Regr.

No. 55.

To all to whom these presents shall come:

We, John Henry Dunn, of the City of Toronto, in the Home District and Province of Canada, Esquire, George Herchmer Markland, of the Town of Kingston, in the Midland District and Province aforesaid, Esquire, and William Hepburn, of the City of Montreal, in the Province aforesaid, Esquire, send greeting. Whereas by Indenture of bargain and sale bearing date the twenty-fourth day of February, in the year of Our Lord one thousand eight hundred and thirty-four, the lot, parcel or tract of land hereinafter set forth and described was, for the consideration therein mentioned, conveyed to us, our heirs and assigns, in fee simple, by George Strange Boulton, of the Town of Cobourg, in the Newcastle District and Province aforesaid, upon trust for the benefit of the Mississagua Tribe of Indians of the Rice and Mud Lakes, in the District of Newcastle aforesaid.

And whereas it has since become expedient that the said trust so created as aforesaid should be transferred from us the said John Henry Dunn, George Herchmer Markland and William Hepburn to the Crown, and for that purpose it has been directed by the Governor General of the said Province of Canada that we, the said John Henry Dunn, George Herchmer Markland and William Hepburn, should surrender all our estate, right, title and interest of and in the said parcel or tract of land, under and by virtue of the above in part recited trust conveyance, upon the same trust upon which we now hold the same to the Crown.

Now KNOW YE, that we, the said John Henry Dunn, George Herchmer Markland and William Hepburn, in consideration of the premises, and also in further consideration of the sum of five shillings of lawful money of the said Province to us in hand well and truly paid, at or before the sealing and delivery hereof (the receipt

whereof we do hereby acknowledge), have surrendered and yielded up, and by these presents do surrender and yield up, unto Her Majesty Queen Victoria, Her heirs and successors, all the estate, right, title, interest and claim whatsoever which we, the said John Henry Dunn, George Herchmer Markland and William Hepburn, have, under and by virtue of the said above in part recited trust conveyance, of, in and to all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland, in the District of Newcastle, aforesaid, being composed of the broken lot numbered three, in the tenth concession of the said township, and containing by admeasurement twenty acres, be the same more or less, and more particularly described by metes and bounds in the said above in part recited trust conveyance, to have and to hold the same unto Her said Majesty, Her heirs and successors for ever, upon trust, nevertheless, for the use and benefit of the above mentioned tribe of Indians as aforesaid.

IN TESTIMONY WHEREOF, we have hereto set our hands and seals this twenty-ninth day of April, in the year of Our Lord one thousand eight hundred and forty-five.

Signed, sealed and delivered in }
presence of }

By JOHN H. DUNN,
April 29th, 1845

W. D. P. JARVIS.

JOHN H. DUNN, [L.S.]
GEORGE H. MARKLAND, [L.S.]
WILLIAM HEPBURN, [L.S.]

Signed and sealed and delivered by the above named
G. H. Markland, In presence of
J. J. BURROWES.

REGISTRY OFFICE,
COUNTY OF PETERBOROUGH, CANADA.

I do hereby certify that a memorial of the within surrender to the Crown was by me duly registered on the third day of April, in the year of Our Lord one thousand eight hundred and forty-six, at the hour of nine of the clock, a.m., in Liber B., Folio two hundred and seventy-two, memorial number one thousand six hundred and fifteen, and proved by James Joseph Burrowes, of the Town of Kingston in the Midland District, Esquire.

CHAS. RUBIDGE,
Registrar.

Recorded 14th February, 1867. }
Lib. C. S. of Surrenders. Folio 292. }

GEO. H. LANE,

Dep. Provl. Regr.

No. 56.

To all to whom these presents shall come:—

We, the Chiefs, Warriors, Women and People of the Six Nations Indians, residing in the District or Territory called the Tyendinaga District,—send GREETING.

Whereas, His late Majesty King George the Third, by His Letters Patent under the Great Seal of that part of the Province of Canada heretofore known as the Province of Upper Canada, and bearing date on or about the first day of April, in the year of Our Lord one thousand seven hundred and ninety-three, after reciting that the attachment and fidelity of the Chiefs, Warriors and People of the Six Nations to His said Majesty and His Government had been made manifest on divers occasions by their spirited and zealous exertions and by the bravery of their conduct, and His said Majesty being desirous of showing His approbation of the same and in recompense of the losses they might have sustained of providing a convenient tract of land under his protection for a safe and comfortable retreat for them and their posterity, did of His special grace, certain knowledge and mere motion, give and grant unto

the Chiefs, Warriors and people of the said Six Nations and their heirs for ever-- All that district or territory of land, being parcel of a certain district lately purchased by His said Majesty of the Mississagua Nation, lying and being, and limited and bounded as follows, that is to say): The tract bounded in front by the Bay of Quinté between the mouths of the River Shannon and Bowen's Creek, about twelve miles westerly by a line running north sixteen degrees west from the west side of the mouth of the River Shannon and easterly by a line running north sixteen degrees west from the mouth of Bowen's Creek, and northerly by a line running east sixteen degrees north and west sixteen degrees south at the distance of about thirteen miles back from the Bay of Quinté, measured on the western boundary aforesaid, to the north-east angle of the Township of Thurlow: To have and to hold the said district or territory of land of His said Majesty and His heirs and successors to them the Chiefs, Warriors, Women and People of the said Six Nations, and to have for the use and behoof of them and their heirs for ever, freely and clearly, of and from all manner of rents, fines, or services whatsoever, to be rendered by them the said Chiefs, Warriors, Women and People of the said Six Nations to His said Majesty and His successors for the same, and of and from all conditions, stipulations and agreements whatsoever, except as in the said Letters Patent thereafter by His said Majesty expressed and declared, giving and granting, and by the said Letters Patent confirming, to the said Chiefs, Warriors, Women and People of the said Six Nations and their heirs the full and entire possession, use, benefit and advantage of the said district or territory of land, to be held and enjoyed by them in the most free and ample manner and according to the several customs and usages by them the said Chiefs, Warriors, Women and People of the said Six Nations, and in and by the said Letters Patent it was provided and declared to be His said Majesty's Royal will and pleasure that, for the purpose of assuring the said lands, as aforesaid, to the said Chiefs, Warriors, Women and People of the said Six Nations and their heirs, and of securing to them the free and undisturbed possession and enjoyment of the same, no transfer, alienation, conveyance, sale, gift, exchange, lease, property or possession should at any time be had, made or given of the said district or territory, or any part or parcel thereof, by any of the said Chiefs, Warriors, Women or People of the said Six Nations to any other Nation or body of people, person or persons, whatsoever, other than among themselves, the said Chiefs, Warriors, Women and People of the said Six Nations, but that any such transfer, alienation, conveyance, sale, gift, exchange, lease, or possession should be null and void and of no effect whatever and that no person or persons should possess or occupy the said district or territory, or any part or parcel thereof, by or under pretence of any such alienation, or conveyance, as aforesaid, or by or under any pretence whatever under pain of His said Majesty's severe displeasure, and that in case any person or persons other than the said Chiefs, Warriors, Women and People of the said Six Nations should, under any pretence of any such Title as aforesaid presume to possess or occupy the said district or territory, or any part or parcel thereof, that it should and might be lawful for His said Majesty, His heirs and successors, at any time, to enter upon the lands so occupied and possessed by any other person or persons other than the said Chiefs, Warriors, Women and People of the said Six Nations and them the said intruders thereof and therefrom wholly to dispossess and evict, and to resume the same to His said Majesty, His heirs and successors. And further that if at any time the said Chiefs, Warriors, Women and People of the said Six Nations should be inclined to dispose of and surrender their use and interest in the said district or territory the same should be purchased only for His said Majesty, in His name, at some public meeting or assembly of the Chiefs, Warriors and People of the said Six Nations, to be held for that purpose by the Governor, Lieutenant-Governor or person administering the Government in the said then Province of Upper Canada. And whereas, we, the Chiefs, Warriors, Women and People of the said Six Nations now residing on the said district or territory in Council assembled and being so assembled and held by order of His Excellency the Governor General of the Province of Canada, being minded and desirous of surrendering

Her Majesty, Her heirs and successors, in order that the same may be sold and disposed and yielding up the parcel or tract of land hereinafter described unto and to the use of of to any person or persons who shall be willing to become the purchaser or purchasers thereof, for the best price, or prices, that can be obtained for the same, and that the money therefrom arising may be held and applied for our use in such and the same manner as other monies belonging to us are now held by Her Majesty, have determined to surrender and release the same to Her Majesty, Her heirs and successors (Her Majesty having been graciously pleased to declare it to be Her royal will and intention to carry these our wishes into effect, in order that Her Majesty may, by the acceptance of this our surrender, be enabled to re-grant the same to the persons hereinafter in that behalf named, to be held by them and their heirs upon the trusts and for the ends, intents and purposes and with, under and subject to the powers, provisoes, conditions, restrictions, limitations and declarations in the Letters Patent hereinafter referred to, to be expressed, declared and contained of, and concerning, the same). Now know Ye that we, the Chiefs, Warriors, Women and People of the said Six Nations, residing on the said district or territory, in Council assembled, as aforesaid, having duly weighed and considered the matters aforesaid and in order to re-invest the Tract or Parcel of land hereinafter described and hereby surrendered, or intended so to be, in Her Majesty, so that Her Majesty, Her heirs and successors may thereby be enabled to re-grant the same in manner hereinafter mentioned, have surrendered and yielded up, remised and released, and by these presents do surrender and yield up, remise and release, unto Her Majesty, Her heirs and successors, all that tract or parcel of land situate, lying and being in the Township of Tyendinaga, in the District of Victoria, and on the south-easterly side of the Salmon River in the Province of Canada, being composed of parts of lots numbers five and six, in the first concession south of the road, in the said township, containing by admeasurement twenty-six acres and three roods of land, be the same more or less, including the several streets laid out, or intended to be laid out, thereon for the purpose of forming a town plot and which said tract or parcel of land is butted and bounded, or may be otherwise known as follows (that is to say): Commencing in front of the said concession at the south-east angle of the said lot number six; then north sixteen degrees west thirteen chains, more or less, to the land leased by the Mohawk Indians to George Auldjo, Esquire; then southerly seventy-four degrees west twenty chains fifty links, more or less, to the south-easterly side of Salmon River; then south-westerly, following the south-easterly side of the said river down the stream to the allowance for road in front of the said concession; then north eighty-two degrees thirty minutes east twenty-nine chains seventy-five links, more or less, to the place of beginning. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof. And all the estate, right, title, interest, use, trust, inheritance, property, possession, claim and demand whatsoever of us the said Chiefs, Warriors, Women and People of the said Six Nations of, in, to or out of the said tract or parcel of land hereby surrendered, or intended so to be, with the rights, members and appurtenances thereto belonging or in any wise appertaining. To the end and intent that Her Majesty may, by the acceptance of this our surrender, be enabled to carry into effect Her Gracious will and intention and to re-grant the same parcel or tract of land unto George Vardon, of the City of Montreal, Esquire, Assistant Superintendent General of Indian Affairs, and Thomas G. Anderson, of the City of Toronto, Esquire, and Joseph B. Clench, of the Town of London, in the District of London, Esquire, Visiting Superintendent of Indian Affairs, and their successors in office, as trustees for us the said Chiefs, Warriors, Women and People of the said Six Nations. Upon such trusts and for such ends, intents and purposes, and with, under and subject to such powers, provisoes, conditions, restrictions, reservations and declarations, as by Her Majesty, Her heirs and successors, in and by the Letters Patent granting the same, shall be expressed or declared of and concerning the same tract or parcel of land, or any part or parcel thereof.

AS WITNESS AND IN TESTIMONY WHEREOF, we the undersigned Chiefs, Warriors and People of the Six Nations Indians in Council assembled, for and on behalf of ourselves

and all other the Chiefs, Warriors, Women and People of the said Six Nations Indians, have, according to the custom of the said Six Nations Indians, set and affixed our Totems this eleventh day of July, in the year of Our Lord one thousand eight hundred and forty-six.

In presence of:

SALTEN GIVINS,
Missionary.
JOHN COOK,
School Master.
JOHN BROWNE,
School Master.

Chiefs

his	BRANT x BRANT,	[L.S.]
mark	POWLES CLAUS,	[L.S.]
his	JOSEPH x SMART,	[L.S.]
mark	JOSEPH x PENN,	[L.S.]
his	JOHN CULBERTSON,	[L.S.]
mark	THOMAS x GREEN,	[L.S.]
his	SETH POWLES,	[L.S.]
mark	ISAAC HILL,	[L.S.]
his	ALEX. LOFT,	[L.S.]
mark	ABM. BRANT,	[L.S.]
his	ALLAN GREEN,	[L.S.]
mark	JOHN BRANT.	[L.S.]

Certified:

T. G. ANDERSON,
V. S. I. A.
JNO. HILL,
Interpreter.

Approved,

By Command,

CATHCART,
GEORGE VARDON,
Asst. Supt.-General.

PROVINCIAL REGISTRAR'S OFFICE,

MONTREAL, 21st September, 1846.

I hereby certify that the within deed of surrender hath been this day entered on the records of this office in Lib. "A. Surrenders to the Crown," Fol. 317.

R. A. TUCKER,
Registrar.

No. 57.

THIS INDENTURE, made the first day of June, in the year of Our Lord one thousand eight hundred and forty-seven, between Swasen Tcosharakwente, Swasen Satehawennoten, Sak Taratie, Rowi Tawenrate, Antre Karenhoton, Tier Ositakete, Atonwa Sakokete, Rowi Tarakomente, Roren Taronkowa, Rasar Rotsinhen, Tier Kaientoa, Watias Karenhisen, Atonwa Soratese, Sak Tanonsoukotha, Tier Sakoianenhawi, Regis Katsiraberon, Tier Ahiataratie, Roren Tionatagwente, Wishe Otsitsiakite, Sawatis Kanatsiohare, Watias Aroniatis, Saksarie Terihokte, Sak Gahionwakenra, Sras Tsiniakoa, Tier Tarakorens, Ari Hakiato-arongwen, Joseph Katienontie and Rasar Sotiokwese, Sachems or Chiefs, or Principal Men of the Iroquois Indians residing at St. Regis, in the District of Montreal, and who are possessed of the tract of land hereinafter described, situated in the County of Glengarry, in that part of this Province heretofore constituting the Province of Upper Canada, commonly called the Indian Reserve of the one part, and Our Sovereign Lady Victoria, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part.

Whereas His late Majesty King George the Third of Glorious Memory, in consideration of the early attachment to his cause manifested by the Chief Warriors and people of the Iroquois Indians and of the loss of their settlement which they thereby sustained, and being desirous of showing His royal approbation of the same, and of recompensing the losses which they had sustained, was graciously pleased to authorize and permit the said Iroquois Indians to take possession of and settle upon the said hereinafter described tract of land; and whereas the said tract of land, or the greater part thereof, hath for some years past, with the permission of Her Majesty, been let and leased out in different lots and parcels to divers persons for the benefit of the said Iroquois Indians and the whole or very nearly the whole of the said tract of land is now leased out; and whereas it has been resolved by the Iroquois Indians now inhabiting and residing upon the said tract of land, at a meeting in Council of their Chiefs and Principal men, convened and held at the village of St. Regis, Canada East, on the first day of June, one thousand eight hundred and forty-seven, that it would be greatly for the benefit of the said Iroquois Indians and their posterity if the whole of the said tract of land were surrendered to Her Majesty for the purpose of being sold, and the monies arising therefrom applied to and for the use and benefit of the said Iroquois Indians and their posterity; and by articles of provisional agreement made and entered into at the said meeting in Council on the said first day of June, one thousand eight hundred and forty-seven, between Duncan Campbell Napier, Visitor Superintending Indian Affairs, on the part and behalf of Her present Majesty Queen Victoria, of the one part, and the Chiefs and Principal Men of the said Iroquois Indians residing at St. Regis, of the other part, they the said Chiefs and Principal Men did agree, as well on their own behalf as on behalf of the said Iroquois Indians, as aforesaid, to surrender to Her Majesty, Her heirs and successors, the said tract of land for the purpose of the same being so sold by Her Majesty in trust for the said Iroquois Indians and their posterity, as aforesaid.

NOW THIS INDENTURE WITNESSETH that the said Swasen Teossharakwente, Swasen Satehawennoten, Sak Taratie, Rowi Tawenrate, Autre Karenhoton, Tier Ositakete, Atonwa Sakokete, Rowi Tarakonnente, Roren Taronkowa, Rasar Rotsinhen, Tier Kaientoa, Watias Karenhisen, Atonwa Soratese, Sak Tanonsoakotha, Tier Sakoianenhawi, Regis Katsirakeron, Tier Ahiataratie, Roren Tionatagwente, Wishe Otsisia-kite, Sawatis Kanatsiohare, Watias Aroniatis, Saksarie Teribkote, Sak Gahionwakenra, Sras Tsiniaakon, Tier Tarakorens, Ari Hakioto-arongwen, Josep Katienontie and Rasar Sotiokwese, Chiefs or Principal men of the Iroquois Indians, in pursuance of the said resolution and agreement in Council as aforesaid have and each of them hath, as well on their own behalf as on behalf of the said Iroquois Indians, residing on the said tract of land, surrendered and yielded up, and by these presents, do and each of them doth surrender and yield up unto Our Sovereign Lady the Queen's Most Excellent Majesty, Her heirs and successors, the said tract of land—that is to say, all and singular the said tract of land in the County of Glengarry aforesaid, so possessed by the said Iroquois Indians, and which is butted and bounded or otherwise known as follows: Bounded in front by the River St. Lawrence, in rear by Plantagenet Rear, on one side to the east by the Townships of Charlottenburg and Kenyon, and on the other side to the west by the Townships of Roxborough and Cornwall, whatever may be the contents thereof, the contents thereof not being now exactly known, together with all woods, underwoods, ways, watercourses, improvements, profits, commodities, hereditaments and appurtenances thereon lying and being or thereto belonging or in any wise appertaining, and all reversion and reversions, remainder and remainders, rents, issues and profits thereof, with their and every of their appurtenances, and all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of them the said Chiefs and Principal Men, and of the said people of the said Iroquois Indians, and their posterity for ever, in, to or out of the said tract of land hereby surrendered, with the appurtenances, to the end, intent and purpose that the said tract of land so surrendered, as well that portion of it which is now under lease as that portion of it which is not now under lease, shall and may, with all conveni-

ent speed, be sold by Her Majesty, Her heirs and successors, and the proceeds thereof applied to and for the use and benefit of the Iroquois Indians and their posterity.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year herein first before written.

Signed, sealed and delivered in the }
presence of:

FRANÇOIS MARCOUX, *Prêtre*,
SUTHERLAND COLQUHOUN,
EDWARD V. DE LORIMIER,
Interpreter Indian Dept.

D. C. NAPIER,	[L.S.]
SWASEN TEOSHARAKWENTE,	[L.S.]
SWASEN x SATEHAWENNOTEN,	[L.S.]
SAK x TARATIE,	[L.S.]
ROWI x TAWENRATE,	[L.S.]
ANTRE KARENHOTON,	[L.S.]
TIER x OSITAKETE,	[L.S.]
ATONWA x SAKOKETE,	[L.S.]
ROWI x TARAKONNENTE,	[L.S.]
ROREN x TARONKOWA,	[L.S.]
RASAR x ROTSINHEN,	[L.S.]
TIER x KAIENTOA,	[L.S.]
WATIAS x KARENHUSEN,	[L.S.]
ATONWA x SORATESE,	[L.S.]
SAK x TANONSOAKOTHA,	[L.S.]
TIER x SAKOIANENHAWI,	[L.S.]
REGIS x KATSIRAKERON,	[L.S.]
TIER x AHIATARATIE,	[L.S.]
ROREN x TIONATAGWENTE,	[L.S.]
WISHE x OTSITSIAKITE,	[L.S.]
SAWATIS x KANATSIOHARE,	[L.S.]
WATIAS x ARONIATIS,	[L.S.]
SAKSARIE x TERIHOKTE,	[L.S.]
SAK x GAHIONWAKENRA,	[L.S.]
SRAS x TSINUAKON,	[L.S.]
TIER x TARAKORENS,	[L.S.]
ARI x HAKIATO-ARONGWEN,	[L.S.]
JOSEP x KATIEMONTIE,	[L.S.]
RASAR x SOTIOWESE,	[L.S.]

No. 58.

To all to whom these presents shall come:

William Osborne, of the City of Toronto, in the Home District of the Province of Canada, Gentleman, sends Greeting. Whereas, the said William Osborne hath contracted and agreed with Thomas Gommersell Anderson, now of the Town of Cobourg, in the Newcastle District, Esquire, one of Her Majesty's Superintendents of Indians, for and on behalf of the Chiefs, Warriors and people of the Chippewa Tribe of Indians of Lakes Huron and Simcoe, for the sale of the tracts or parcels of land and hereditaments hereinafter described and hereby granted and surrendered, or intended so to be, at or for the price or sum of ninety-nine pounds, and the said Thomas Gommersell Anderson hath requested that the same may be granted and surrendered unto and to the use of Her Majesty, Her heirs and successors, to the end and intent hereinafter mentioned, which the said William Osborne hath consented and agreed to do. Now these presents witness that for and in consideration of the sum of ninety-nine pounds of lawful money of the Province of Canada, to the said William Osborne in hand well and truly paid by the said Thomas Gommersell Anderson, for and on behalf of the said Chiefs, Warriors and people of the said Tribe of Indians, at or before the sealing and delivery of these presents, the receipt whereof he, the said William Osborne, doth hereby admit and acknowledge, and of and from

the same and every part thereof doth hereby acquit, release and discharge the said Thomas Gommersell Anderson, his heirs, executors, administrators and assigns, and also the said Chiefs, Warriors and people of the said Tribe of Indians, and every of them, he, the said William Osborne, at the request and by the direction of the said Thomas Gommersell Anderson, testified by his sealing and delivering these presents, hath granted, transferred and surrendered, and by these presents doth grant, transfer and surrender unto Her Majesty, Her heirs and successors, all that tract or parcel of land situate in the Township of Rama, in the Home District and Province aforesaid, being composed of seventeen acres of lot number five in the front concession of the said Township of Rama, and butted and bounded as follows, that is to say : Commencing in front at the water's edge and at the south-west angle of the said lot; then north seventy-five degrees east forty-one chains twenty-three links; then north fifteen degrees west four chains twelve links; then south seventy-five degrees west to the water's edge; then southerly, following the water's edge, to the place of beginning. And also all that other parcel or tract of land situate in the said Township of Rama, being composed of sixteen acres of lot number six in the front concession of the said Township of Rama, and butted and bounded as follows, that is to say : Commencing in front at the water's edge at the south-west angle of the said lot; then north seventy-five degrees east forty chains; then north fifteen degrees west four chains; then south seventy-five degrees west to the water's edge; then southerly along the water's edge to the place of beginning. Or howsoever otherwise the said several tracts or parcels of land and hereditaments are bounded, sided or abutted, described or known, and also all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said tracts or parcels of land and hereditaments hereby granted and surrendered, or intended so to be, belonging or in any wise appertaining, with the appurtenances. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof; and all the estate, right, title, interest, use, trust, inheritance, property, possession, claim and demand whatsoever, both at law and in equity, of him the said William Osborne in, to, out of or upon the same premises and every part and parcel thereof, with their and every of their rights, members and appurtenances, to the end and intent that Her Majesty will, of Her special grace and favour, be pleased to stand seized and possessed of and interested in the said lands and premises hereby granted and surrendered, or intended so to be, for the use and benefit of the said Chiefs, Warriors and people of the said Chippewa Tribe of Indians of Lakes Huron and Simcoe, and their posterity, and to be held and disposed of by Her Majesty, Her heirs and successors, as in their grace and wisdom shall seem fit. And the said William Osborne doth hereby, for himself, his heirs, executors and administrators, covenant and agree with Her Majesty, Her heirs and successors, that notwithstanding any act done, omitted or knowingly suffered by him, the said William Osborne, to the contrary, he, the said William Osborne, hath full power to grant and surrender the said tracts or parcels of land and hereditaments unto Her Majesty, Her heirs and successors, in manner aforesaid, and that it shall be lawful for Her Majesty, Her heirs and successors at all times hereafter peaceably to enjoy the said tracts or parcels of land and hereditaments and to receive and enjoy the rents and profits thereof without any interruption by him the said William Osborne or his heirs, or by any other persons lawfully or equitably claiming under or in trust for him freely and absolutely discharged or otherwise by the said William Osborne, his heirs, executors and administrators, sufficiently indemnified from and against all charges and incumbrances already or to be hereafter made or suffered by the said William Osborne, or any person or persons lawfully or equitably claiming or to claim under or in trust for him, and that he, the said William Osborne, and all persons claiming or to claim under or in trust for him, shall and will at all times hereafter, upon the request and at the expense of Her Majesty, Her heirs or successors, make and execute all such further assurances of the said tracts or parcels of land and hereditaments as may be required by Her or them, for granting, surrendering or other-

wise conveying or assuring the same unto and to the use of Her Majesty, Her heirs and successors, in manner aforesaid, as by Her Majesty, Her heirs or successors, or Her or their counsel in the law shall be reasonably devised or advised and required and be tendered to be made, done or executed.

IN WITNESS WHEREOF, the said William Osborne and the said Thomas Gommersell Anderson have hereunto respectively set their hands and seals this twelfth day of February, in the eleventh year of the reign of Her Majesty Queen Victoria, and in the year of Our Lord one thousand eight hundred and forty-eight.

Signed, sealed and delivered by the
above named William Osborne in
the presence of

WILLIAM OSBORNE. [L.S.]

ROBERT I. TURNER,
Barrister-at-Law, Toronto.

Signed, sealed and delivered by the
above named Thomas Gommersell
Anderson in the presence of
FRANK H. ANDERSON.

T. G. ANDERSON, *S.I.A.* [L.S.]

£99

Received the day and year last above written of and from the above named Thomas Gommersell Anderson the full sum of ninety-nine pounds being the consideration money above mentioned to be paid by him to me.

Witness

ROBERT I. TURNER.

WILLIAM OSBORNE.

GOVERNMENT HOUSE,
INDIAN DEPARTMENT,
21st February, 1848.

Approved by Command.

T. EDMUND CAMPBELL, Major,
Superintendent General.

Recorded 15th February, 1867, Lib. C. S. of Surrenders, Folio 293.

GEO. H. LANE.
Deputy Provincial Registrar.

(Great Seal.)
CATHICART.

No. 58½a.

PROVINCE OF CANADA.

[VICTORIA by the Grace of God of the United Kingdom of Great Britain and Ireland,
Queen, Defender of the Faith.

To all to whom these presents shall come—GREETING.

Whereas, the Chiefs, Warriors, women and children of the Six Nations residing on the District or Territory of Tyendinaga, in the District of Victoria, in the Province of Canada, have by deed poll under the hands and totems of certain Chiefs therein named and affixed thereto in testimony of the assent of the said Six Nations to the act of surrender thereby made, surrendered and yielded up to Us, Our heirs and successors, the tract or parcel of land hereinafter described, and by these Our Letters Patent granted, trusting and confiding in Our royal will and pleasure to regrant the same to the persons hereinafter named as trustees for their use in manner and subject to the trusts and for the ends, intents and purposes, and with, under and subject to the powers, provisoes, conditions, restrictions, limitations and declarations hereinafter expressed, declared and contained, of and concerning the same. Now know ye, that We, being willing and desirous to carry into effect the wishes and desires of the said

Six Nations, of Our special grace, certain knowledge, and mere motion have given and granted, and by these presents do give and grant unto George Vardon, of the City of Montreal, Esquire, Assistant Superintendent General of Indian Affairs, Thomas G. Anderson of the City of Toronto, Esquire, and Joseph B. Clench, of the Town of London in the London District, Esquire, Visiting Superintendents of Indian Affairs, their heirs and assigns for ever, all that tract or parcel of land situate, lying and being in the Township of Tyendinaga, in the District of Victoria, and on the south-easterly side of the Salmon River, in the province of Canada, being composed of parts of lots numbers five and six in the first concession south of the road in the said township, containing by admeasurement twenty-six acres and three roods of land, be the same more or less, including the several streets laid out or intended to be laid out thereon for the purpose of forming a town plot, and which said tract or parcel of land is butted and bounded or may be otherwise known as follows (that is to say): Commencing in front of the said concession at the south-east angle of the said lot number six; then north sixteen degrees west thirteen chains, more or less, to land leased by the Mohawk Indians to George Auldjo, Esquire; then southerly seventy-four degrees west twenty chains fifty links, more or less, to the south-easterly side of the Salmon River; then south-westerly following the south-easterly side of the said river down the stream to the allowance for road in front of the said concession; then north eighty-two degrees thirty minutes east twenty-nine chains seventy-five links, more or less, to the place of beginning; reserving, nevertheless, the allowance for road between the said lots number five and six, and free access to the shore of said Salmon River for all vessels, boats and persons. To have and to hold the said tract or parcel of land hereby given and granted unto them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, their heirs and assigns, as joint tenants, and not as tenants in common, free and clear of and from all manner of rents, fines or services whatsoever to be rendered by them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or their heirs, to Us and Our successors for the same, and of and from all conditions, stipulations and agreements whatever, except as hereinafter by Us expressed and declared, but nevertheless upon the trusts and for the ends, intents and purposes hereinafter by Us expressed, declared and contained of and concerning the same (that is to say): Upon trust that they the said George Vardon, Thomas G. Anderson and Joseph B. Clench, and the survivors and survivor of them, and the heirs and assigns of such survivor, do and shall, upon the direction and with the assent of Our Governor General, or person for the time being administering the Government of Our said Province of Canada, to be testified by his signing his name, or the initials of his name in the margin of every deed of conveyance to be made under or by virtue of these Our Letters Patent from time to time, when and as the same shall be deemed expedient, make sale and absolutely dispose of the said tract or parcel of land hereby granted, with their appurtenances, in such lot or lots and upon such terms as to payment of the purchase money or purchase monies as shall be considered most advantageous and likely to produce the most money for the same respectively, and either by public sale or auction or private contract, or partly by public sale or auction and partly by private contract, unto such person or persons as they or he shall think fit, and for such price or prices as to them or him shall seem reasonable, with liberty for them or him to consent to the abandonment or to any alteration in the terms and conditions of any contract or contracts which shall be entered into for the sale of the said hereditaments and premises, or any part thereof, without being answerable for any loss which may arise thereby. Provided always, and We do hereby declare Our royal will and mind to be, and these Our Letters Patent are upon this express condition, that all monies to arise and be produced by the sale of the said hereditaments and premises, or any part or parts thereof, shall be payable and paid when and as the same shall respectively become due unto Our Superintendent General of Indian Affairs or other officer to be by Our Governor General for the time being appointed in that behalf, whose receipt alone shall be a good and sufficient discharge to the purchaser or purchasers of the said hereditaments and premises, or any part or parts thereof, or for so

much of the same monies as in such receipt or receipts shall be expressed or acknowledged to be or to have been received, and upon the production of the said receipt or receipts it shall and may be lawful to and for the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or the survivors or survivor of them, or the heirs or assigns of such survivor, to enter into, make and execute all such deeds, conveyances and assurances as to them or him shall seem reasonable. Provided always, and We do hereby further declare Our royal will and mind to be that if the trustees hereby appointed or to be appointed as hereinafter is mentioned, or any of them, or their or any of their heirs, executors, administrators or assigns, shall die or cease to hold the office of Superintendent of Indians or Indian trustees, or be desirous of being discharged from or refuse or decline or become incapable to act, or it shall be Our royal will and pleasure to discharge him or them from the office of trustee under these Our Letters Patent, or We shall resolve to appoint some other person or persons with him or them in the trusts hereby in them respectively reposed as aforesaid before the said trusts shall be fully executed, then and as often as the same shall happen We do hereby reserve unto Us, Our heirs and successors, full power and authority by Our Letters Patent under Our Seal of the said Province of Canada, from time to time to nominate, substitute or appoint any person or persons to be a trustee or trustees in the stead or place or to act with the trustees hereby appointed or with the trustee or trustees so dying or ceasing to hold such office as aforesaid, or desiring to be discharged or refusing, declining or becoming incapable to act or being discharged as aforesaid. And We do hereby declare that these Our Letters Patent are made upon this further trust that when and so often as any new trustee or trustees shall be nominated and appointed, as aforesaid, all the trust, estates and premises which shall then be vested in the trustee or trustees so dying or ceasing to hold such office as aforesaid, or desiring to be discharged, or refusing, declining or becoming incapable to act, or being discharged as aforesaid, shall be thereupon with all convenient speed, conveyed, assigned and transferred in such sort and manner as that the same shall and may be either solely or jointly with the other trustee or trustees legally and effectually vested in the surviving or continuing trustee or trustees of the same trust, estates and premises respectively, and such new or other trustee or trustees or in such new trustees only to the same uses and upon the same trusts as are hereinbefore by Us declared of and concerning the same trust, estate and premises respectively the trustee or trustees whereof shall so cease to hold such office as aforesaid, or die, or be desirous of being discharged or refuse or decline, or become incapable to act or being discharged as aforesaid, or of such of them as shall or may be then subsisting or capable of taking effect. And we do hereby further declare Our royal will and mind to be that every such new trustee or trustees shall and may in all things act and assist in the management, carrying on and execution of the trusts to which he or they shall be appointed in conjunction with the other then surviving or continuing trustees or trustee of the same estates and premises respectively, if there shall be any such continuing trustees or trustee; if not then by himself and themselves respectively, as fully and effectually and with the same power or powers, authority or authorities, to all intents, effects, constructions and purposes whatsoever as if he or they had been originally in and by these presents nominated trustee or trustees and as the trustee or trustees in these presents named, his or their heirs, executors or administrators in or to whose place such new trustee or trustees shall respectively come or succeed are or is enabled to do or could or might have done by virtue of these presents if then living and continuing to act in the trusts reposed in them or him anything herein contained to the contrary thereof in anywise notwithstanding.

IN TESTIMONY WHEREOF, We have caused these Our letters to be made patent and the great seal of Our said Province to be hereunto affixed. Witness Our right trusty and right well beloved Cousin Lieutenant General, The Right Honourable Charles Murray, Earl Cathcart of Cathcart, in the County of Renfrew, K.C.B., Governor General of British North America and Captain General and Governor in Chief in and over Our Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince

Edward, and Vice Admiral of the same, and Commander of Our Forces in British North America, &c., &c., &c., at Montreal, this twelfth day of January, in the year of Our Lord one thousand eight hundred and forty-seven, and in the tenth year of Our reign.

By Command,
D. DALY, *Secretary*.

Recorded 26th January, 1847,)
Lib. A. G., Fol. 268. }

R. A. TUCKER, *Registrar*.

No. 58½b.

KNOW ALL MEN BY THESE PRESENTS, that we, John Riley, Miskokomon, James Muskununge, Chicken Maskununge, John Tommago, Joseph Canotung, Eyawbanse, Captain Thomas and John Mundiway, Chiefs and Principal Men of the Chippewa Indians inhabiting and claiming the tract of land in the Township of Carradoc, in the London District of the Province of Canada, in full Council assembled, have agreed, and do hereby agree to surrender and yield up to Her Most Gracious Majesty Queen Victoria, Her heirs and successors for ever, all our right, title, interest, claim, property and demand whatsoever of, in and to that piece or parcel of land being composed of part of our said tract of land situate, lying and being in the township, district and Province aforesaid, and may be otherwise known as follows, viz.: Commencing at a post planted on the east side of Colborne Road, in Upper Munsee, on the River Thames, at the distance of one chain and seventy-five links from the top of Westbrook's Hill, so called, on a course south five degrees and forty minutes west; then south eighty-four degrees and thirty minutes east seven chains and seventy-nine links, more or less, to a post planted at a point which is exactly one chain and sixty-five links ten degrees and forty-five minutes east from a certain wild cherry tree blazed on four sides, and about one foot in diameter; then north sixty-eight degrees east nine chains; then south twenty-two degrees east four chains forty-four and a-half links; then south sixty-eight degrees west nine chains; then north twenty-two degrees west four chains forty-four and a-half links, more or less, to the before-mentioned post described as being one chain and sixty-five links from the said blazed cherry tree; then north twenty-two degrees west four chains forty-four and a-half links, more or less, to the before-mentioned post described as being one chain and sixty-five links from the said blazed cherry tree; then north eighty-four degrees and thirty minutes seven chains and seventy-nine links, more or less, to the place of beginning; containing four acres, be the same more or less. To the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to grant in fee simple, or in such manner and form and under such restrictions as in Her Majesty's wisdom may appear meet, the said four acres of land for the purpose of an Industrial School being established thereon by the Canadian Wesleyan Methodist Conference and Missionary Society, in connection with the British Conference, for the use and benefit of such of the Indian Tribes as have already or hereafter may contribute to the support of the said institution, and for no other purpose whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Chippewa tribe have hereunto set our names and seals at Munsee Town, on the

Thames, Canada West, the thirteenth day of February, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed and sealed in our presence, }
 being read and explained: }
 J. B. CLENCH, *Supt. Indian Affairs.*
 PETER JONES, *Wesleyan Missionary.*
 ROBT. F. KEAYS, *I.D.*
 HENRY C. HOGG, *Schoolmaster.*

JOHN RILEY, [L.S.]
 MISKOKOMON'S (totem), [L.S.]
 JAMES MUSKUNUNJE'S (totem), [L.S.]
 CHICKEN MUSKUNUNJE'S (totem), [L.S.]
 JOHN TUMMAGO'S (totem), [L.S.]
 JOSEPH CANOTUNG'S (totem), [L.S.]
 EYAUHANSE'S (totem), [L.S.]
 CAPTAIN THOMAS' (totem), [L.S.]
 JOHN MUNDIWAY'S (totem), [L.S.]

Certified.

J. B. CLENCH, *V.S.I.A.*, [L.S.]

No. 58½c.

We, the Chippewa Chiefs of the River Thames, in full Council assembled, do humbly lay before our Great Father the Governor General for his consideration the following proposals: That in anticipation of the benefits which will arise from the establishment of an Industrial School upon the Indian Reserve, in the Township of Carradoc, in the London District of the Province of Canada, to grant by lease or license of occupation (under such regulations and upon such conditions as in our Great Father's wisdom may seem meet), to the Canadian Wesleyan Methodist Missionary Society in connection with the British Conference, the following piece or parcel of land, being a portion of our reserve in the township, district and Province aforesaid, which may be known as follows:

Commencing on the east side of Colborne Road on Westbrook's Hill at a post planted at the distance of one chain and seventy-five links on a course south five degrees and forty minutes west from the top of the said Westbrook Hill; then south five degrees and forty minutes west forty-five chains ninety-seven and a-half links, more or less, to within the distance of forty-five links from the edge of the ravine on the east side of the said Colborne Road; then south eighty-four degrees and twenty minutes east thirty-five chains and eighty-four links, more or less, to the top of the bank of the River Thames; then north ten degrees west three chains; then north eight degrees east eleven chains fifty links; then north twenty-five degrees east thirteen chains seventy links; then north eight degrees and forty-five minutes east eight chains; then north seventeen degrees thirty minutes west eleven chains; then north twenty-nine degrees west four chains twenty-three links; then north forty-three degrees west six chains forty-nine links; then north eighty-one degrees west seven chains twenty links; then south sixty-eight degrees west six chains, more or less, to the north-east angle of the ground set off for the Industrial School; then south twenty-two degrees east four chains forty-four links and a-half; then south sixty-eight degrees west nine chains; then north twenty-two degrees west four chains forty-four and a-half links, more or less, to the north-west angle of said ground set off for the said school; then north eighty-four degrees thirty minutes west seven chains seventy-nine links, more or less, to the place of beginning, containing by admeasurement 177½ acres. Again commencing at a post planted on the west side of the said Colborne Road at the distance of two chains and seventy-five links from the top of said Westbrook's Hill, measured on the east side of the said Colborne Road; then north eighty-four degrees and forty minutes west twenty-two chains and fifty links; then south eighty-four degrees and twenty minutes east ten chains; then north five degrees and forty minutes east twenty-two chains and fifty links, more or less, to the place of beginning; containing by admeasurement 22½ acres, making together with the above described two hundred acres, be the same

more or less, and which said two hundred acres of land adjoins the plot of ground appointed for the Industrial School.

It is proposed by the measures which we have herein advanced to benefit the Indian children by the influence of a model farm cultivated under the direction and superintendence of those placed in charge of the Institution, and for the sole benefit of the Indians generally.

IN TESTIMONY WHEREOF, we, the said Chiefs, have hereunto set our names at Munsee Town on Thames, the thirteenth day of February, 1849.

Signed in our presence, being first)
read and explained: {
J. B. CLENCH, *Supt. of Indn. Affairs.*
ROBT. F. KEAYS, *I.D.*
PETER JONES, *Wesleyan Missionary.*
HENRY C. HOGG, *Schoolmaster.*

JOHN RILEY, [L.S.]
MISKOKOMON'S (totem), [L.S.]
JAMES MUSKUNUNJIE'S (totem), [L.S.]
CHICKEN MUSKUNUNJIE'S (totem), [L.S.]
JOHN TUMMAGO'S (totem), [L.S.]
JOSEPH CANOTUNG'S (totem), [L.S.]
EYAWBANSE'S (totem), [L.S.]
CAPTAIN THOMAS'S (totem), [L.S.]
JOHN MUNDIWAY'S (totem), [L.S.]

Certified.

J. B. CLENCH, *V.S.I.A.* [L.S.]

58½d.

We, the Chippewa Chiefs of the River Thames, in full Council assembled, do humbly lay before our Great Father the Governor General, for his consideration, the following proposal, that in consequence of the benefits which have been conferred upon the Indians at Lower Munsee by the exertions of the Rev. Richard Hood, Missionary of the Church of England, whose zeal for the Indian's welfare is witnessed by a handsome brick church which he has erected upon our land, and also a dwelling house, and he being desirous that the ten acres upon which the dwelling house is erected, and also the school lot, should be secured to the Society to which he belongs, we, the Chiefs, consent to meet his wishes, and have no objection to our Great Father being pleased to grant a lease or license of occupation for the following pieces of land situate, lying and being at Lower Munsee, in the Township of Carradoc, in the London District, of the Province of Canada, and may be known as follows:—

Beginning at the north-westerly angle of the Church ground; then north sixteen degrees west sixteen chains thirteen links; then north eighty-five degrees east six chains thirty-two and a-half links; then south sixteen degrees east sixteen chains thirteen links, more or less, to the rear limit of the Church ground; then south eighty-five degrees west six chains thirty-two and a-half links, more or less, to the place of beginning, containing ten acres, more or less, being the Parsonage lot.

Description of the School Lot:—Commencing at the water's edge of the River Thames, on the east side of the mouth of the Creek called the Saw-Mill Creek, being at the distance of fifty-four chains and sixty-seven links, on a course north forty-five degrees east from the allowance for road between the Townships of the Carradoc and Elkfrid; then north-westerly and north-easterly along the channel of the said Creek against the stream forty-seven chains and twenty-five links, more or less, to a certain maple-tree (marked); then south seventy-two degrees and thirty minutes east two chains and seventy-four links, then south fifty-two degrees east twenty-four chains and eighty-six links, more or less, to the water's edge of the River Thames; then south-westerly along the edge of the said river with the stream twenty chains and twenty links more or less, to the place of beginning; containing fifty-seven and a half acres, be the same more or less, being for the use of the School Master, and no other purpose whatsoever.

IN TESTIMONY WHEREOF, we the Chiefs have hereunto set our names at Lower Munsee Town on Thames, the thirteenth day of February, 1849.

Signed in our presence, being first	JOHN RILEY,	[L.S.]
read and explained: }	MISKOKOMON's (totem),	[L.S.]
J. B. CLENCH, <i>Supt. of Indian Affairs,</i>	JAMES MUSKUNUNJIE's (totem),	[L.S.]
PETER JONES, <i>Wesleyan Missionary,</i>	CHICKEN MUSKUNUNJIE's (totem),	[L.S.]
HENRY C. HOGG, <i>Schoolmaster.</i>	JOHN TUMMAGO's (totem),	[L.S.]
	JOSEPH CANOTUNG's (totem),	[L.S.]
	EYAWBANSE's (totem),	[L.S.]
	CAPTAIN THOMAS's (totem),	[L.S.]
	JOHN MUNDIWAY's (totem),	[L.S.]

58 $\frac{1}{2}$ e.

KNOW ALL MEN BY THESE PRESENTS that we John Riley, Miskokomon, James Muskenonge, Chicken Muskenonge, John Tummago, Joseph Kanotang, Eyawbanse, Captain Thomas and John Mundaway, Chiefs and Principal Men of the Chippewa Indians inhabiting and claiming the tract of land in the Township of Carradoc, in the London District of the Province of Canada, in full Council assembled, have agreed and do hereby agree to surrender and yield up to Her Most Gracious Majesty Queen Victoria, Her heirs and successors forever, all our right, title, interest, claim, property and demand whatsoever, of, in and to that piece or parcel of land situate, lying and being in the township, district and Province aforesaid, and may be otherwise known as follows:—

Commencing at a post planted in the north side of the river road at Lower Munsee at the distance of thirty chains forty-five links from the east side of the School lot, measured on the north side of said road, otherwise at the distance of one hundred and one chains sixty-seven links from the town line between Carradoc and Ekfrid, on a course north forty-five degrees east; then north sixteen degrees west six chains forty-five links; then north eighty-five degrees east six chains thirty-two and a-half links; then south sixteen degrees east six chains forty-five links; then south eighty-five degrees west six chains thirty-two and a-half links, more or less, to the place of beginning; containing four acres, more or less. To the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to grant in fee simple, or in such manner and form and under such restrictions as in Her said Majesty's wisdom may seem meet, the said four acres, upon which said four acres of land the Rev. Richard Hood, A.M., has erected an Episcopalian Church, under the direction of the Lord Bishop of Toronto, for the spiritual welfare of the Indians of Lower Munsee Settlement, which portion of land includes a burying ground, and for no other purposes whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal men of the said Chippewa Tribe, have hereunto set our names and seals at Munsee Town the thirteenth day of February, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed and sealed in our presence)	JOHN RILEY.	[L.S.]
being first read and explained: }	MISKOKOMON's (totem),	[L.S.]
J. B. CLENCH, <i>Supt. of Indian Affairs,</i>	JAMES MUSKUNUNJIE's (totem),	[L.S.]
PETER JONES, <i>Wesleyan Missionary,</i>	CHICKEN MUSKUNUNJIE's (totem),	[L.S.]
ROBT. F. KEAYS, <i>I.D.,</i>	JOHN TUMMAGO's (totem),	[L.S.]
HENRY C. HOGG, <i>Schoolmaster.</i>	JOSEPH CANOTUNG's (totem),	[L.S.]
	EYAWBANSE's (totem),	[L.S.]
	CAPTAIN THOMAS's (totem),	[L.S.]
	JOHN MUNDIWAY's (totem).	[L.S.]

Certified. J. B. CLENCH. V.S.I.A. [L.S.]

No. 59.

KNOW ALL MEN BY THESE PRESENTS that we, Cheogima, Shawanon, Quequikibone, Pitweyishn, Kekanassiwe, Principal Chiefs of the Ojibeway Indians of the River St. Clair and Chenail Ecarté, in the Province of Canada, in consideration of the trust and confidence by us reposed in Her Most Gracious Majesty Victoria, and in order that Her Majesty, Her heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described for the benefit of such Indians in such manner and form and at such price or prices as to Her said Majesty, Her heirs and successors, shall seem best, have remised, released, surrendered, quitted claim and yielded up to Our said Most Gracious Majesty the Queen, and by these presents do remise, release, surrender, quit claim and yield up all that certain tract of land situate in the Western District of this Province, in the Township of Moore, being one mile in extent along the edge of the river and extending four miles back, and being bounded on the south side by the town line between Sombra and Moore, known as the Lower Indian Reserve, and containing two thousand six hundred and seventy-five acres. In trust for the benefit of the said Indians, that it may be granted and disposed of as Her Majesty, Her heirs and successors, may deem most advisable and for no other use, trust, intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Indians have hereunto set our hands and seals at Kingston on the eighteenth day of August, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed and sealed in the presence)
of }
SAML. P. JARVIS, *Ch. S. I. Affairs*,
T. W. KEATING, *A. S. I. A.*

CHEOGIMA (totem),
SHAWANON (totem),
QUEQUIKIBONE (totem),
PITWEYISHN (totem),
KEKANASSIWE (totem),
GEORGE ANSE (totem),
KAYOSHK (totem),

No. 60.

THIS AGREEMENT, made and entered into on the seventh day of September in the year of Our Lord one thousand eight hundred and fifty, at Sault Ste. Marie, in the Province of Canada, between the Honorable William Benjamin Robinson, of the one part, on behalf of Her Majesty the Queen, and Joseph Beau de Chat, John Ininway, Mishe-muckqua, Totomenai, Chiefs, and Jacob Wasseba, Ahmutchewagaton, Michel Shebageshick, Manitoshanise and Chigenaus, Principal Men of the Ojibeway Indians inhabiting the northern shore of Lake Superior, in the said Province of Canada, from Batchewanaung Bay to Pigeon River, at the western extremity of said lake, and inland throughout that extent to the height of land which separates the territory covered by the charter of the Honorable the Hudson's Bay Company from the said tract. And also the islands in the said lake within the boundaries of the British possessions therein, of the other part, Witnesseth: that for and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada to them in hand paid; and for the further perpetual annuity of five hundred pounds, the same to be paid and delivered to the said Chiefs and their Tribes at a convenient season of each summer, not later than the first day of August, at the Honorable the Hudson's Bay Company's Posts of Michipicoton and Fort William; they, the said Chiefs and Principal Men do freely, fully and voluntarily surrender, cede, grant and convey unto Her Majesty, Her heirs and successors forever, all their right, title and interest in the whole of the territory above described, save and except the reservations set forth in the schedule hereunto annexed, which reservations shall be held and occupied by the said Chiefs and their tribes in common for the purposes of residence and cultivation. And should the said Chiefs and their respective tribes at any time desire to dispose of any mineral or other valuable productions upon the said reservations the same will be at their request sold by order of the Superinten-

dent General of the Indian Department for the time being, for their sole use and benefit and to the best advantage. And the said William Benjamin Robinson, of the first part, on behalf of Her Majesty and the Government of this Province, hereby promises and agrees to make the payments as before mentioned; and further, to allow the said Chiefs and their tribes the full and free privilege to hunt over the territory now ceded by them and to fish in the waters thereof as they have heretofore been in the habit of doing, saving and excepting only such portions of the said territory as may from time to time be sold or leased to individuals or companies of individuals, and occupied by them with the consent of the Provincial Government. The parties of the second part further promise and agree that they will not sell, lease or otherwise dispose of any portion of their reservations without the consent of the Superintendent General of Indian Affairs being first had and obtained; nor will they at any time hinder or prevent persons from exploring or searching for minerals or other valuable productions in any part of the territory hereby ceded to Her Majesty as before mentioned. The parties of the second part also agree that in case the Government of this Province, should before the date of this agreement, have sold or bargained to sell any mining locations or other property on the portions of the territory hereby reserved for their use and benefit, then and in that case such sale or promise of sale shall be perfected if the parties interested desire it, by the Government, and the amount accruing therefrom shall be paid to the tribe to whom the reservation belongs. The said William Benjamin Robinson, on behalf of Her Majesty, who desires to deal liberally and justly with all Her subjects, further promises and agrees that in case the territory hereby ceded by the parties of the second part shall at any future period produce an amount which will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial currency in any one year, or such further sum as Her Majesty may be graciously pleased to order; and provided, further, that the number of Indians entitled to the benefit of this Treaty shall amount to two-thirds of their present number (which is twelve hundred and forty), to entitle them to claim the full benefit thereof, and should their numbers at any future period not amount to two-thirds of twelve hundred and forty, the annuity shall be diminished in proportion to their actual numbers.

SCHEDULE of reservations made by the above named and subscribing Chiefs and Principal Men:—

First.—Joseph Peau de Chat and his tribe, the reserve to commence about two miles from Fort William (inland) on the right bank of the River Kiminitiquia: thence westerly six miles parallel to the shores of the lake; thence northerly five miles; thence easterly to the right bank of the said river, so as not to interfere with any acquired rights of the Honorable the Hudson's Bay Company.

Second.—Four miles square at Gros Cap, being a valley near the Honorable Hudson's Bay Company's post of Michipicoton for Totomenai and tribe.

Third.—Four miles square on Gull River, near Lake Nipigon, on both sides of said river, for the Chief Mishe-muckqua.

Signed, sealed and delivered at Sault
Ste. Marie the day and year first
above written in presence of :

GEORGE IRONSIDE,

S. I. Affairs,

ARTHUR P. COOPER,

Capt. Comg. Rifle Bde.,

H. N. BALFOUR,

2nd Lieut. Rifle Brigade,

W. B. ROBINSON,

JOSEPH PEAU DE CHAT, x

JOHN ININWAYU, x

MISHE-MUCKQUA, x

TOTOMENAI, x

JACOB WASSEBA, x

AHMUTCHIWAGABOW, x

MICHEL SHEBAGESHICK, x

MANITOUSHANISE, x

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

JOHN SWANSTON,
C. T. Hon. Hud. Bay Co.,
 GEORGE JOHNSTON,
Interpreter,
 T. W. KEATING.

CHIGENAU, x

[L.S.]

Recorded in the office of the Provincial
 Registrar this 23rd day of November }
 in Lib. "C.M. Miscellaneous," Fol. 7, &c. }
 R. A. TUCKER,
Registrar.

No. 61.

THIS AGREEMENT, made and entered into this ninth day of September, in the year of Our Lord one thousand eight hundred and fifty, at Sault St. Marie, in the Province of Canada, between the Honorable William Benjamin Robinson, of the one part, on behalf of Her Majesty the Queen, and Shinguacouse, Nebenaigoching, Keokouse, Mishequonga, Tagawinini, Shabokeshick, Dokis, Ponekeosh, Windawtegowinini, Shawenakeshick, Namassin, Naoquagabo, Wabakekek, Kitchipossegun by Papasainse, Wagemake, Pamequonaishung, Chiefs, and John Bell, Paqwutchinini, Mashekyash, Idowekeesis, Waquacomiek, Ocheek, Metigomin, Watachewana, Minwawapenasse, Shenaquom, Ouingegun, Panaissy, Papasainse, Ashewasega, Kageshewawetung, Shawonebin, and also Chief Maisquaso (also Chiefs Muckata, Mishoquet and Mekis), and Mishoquetto, and Asa Waswanay and Pawiss, Principal Men of the Ojibway Indians inhabiting and claiming the eastern and northern shores of Lake Huron from Penetanguishene to Sault Ste. Marie, and thence to Batchewanaung Bay on the northern shore of Lake Superior, together with the islands in the said lakes opposite to the shores thereof, and inland to the height of land which separates the territory covered by the charter of the Honorable Hudson's Bay Company from Canada, as well as all unconceded lands within the limits of Canada West to which they have any just claim, of the other part, Witnesseth: that for and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada to them in hand paid, and for the further perpetual annuity of six hundred pounds of like money, the same to be paid and delivered to the said Chiefs and their tribes at a convenient season of each year, of which due notice will be given, at such places as may be appointed for that purpose; they the said Chiefs and Principal Men, on behalf of their respective tribes or bands, do hereby fully, freely and voluntarily surrender, cede, grant and convey unto Her Majesty, Her heirs and successors for ever, all their right, title and interest to and in the whole of the territory above described, save and except the reservations set forth in the schedule hereunto annexed, which reservations shall be held and occupied by the said Chiefs and their tribes in common for their own use and benefit; and should the said Chiefs and their respective tribes at any time desire to dispose of any part of such reservations, or of any mineral or other valuable productions thereon, the same will be sold or leased at their request by the Superintendent General of Indian Affairs for the time being, or other officer having authority so to do, for their sole benefit and to the best advantage. And the said William Benjamin Robinson, of the first part, on behalf of Her Majesty and the Government of this Province, hereby promises and agrees to make or cause to be made the payments as before mentioned; and further, to allow the said Chiefs and their tribes the full and free privilege to hunt over the territory now ceded by them, and to fish in the waters thereof, as they have heretofore been in the habit of doing, saving and excepting such portions of the said territory as may from time to time be sold or leased to individuals or companies of individuals and occupied by them with the consent of the Provincial Government. The parties of the second part further promise and agree that they will not sell, lease or otherwise dispose of any portion of their reservations without the consent of the Superintendent General of Indian Affairs, or other officer of like authority, being first had and obtained; nor

will they at any time hinder or prevent persons from exploring or searching for minerals or other valuable productions in any part of the territory hereby ceded to Her Majesty as before mentioned. The parties of the second part also agree that in case the Government of this Province should, before the date of this agreement, have sold, or bargained to sell, any mining locations or other property on the portions of the territory hereby reserved for their use, then and in that case such sale or promise of sale shall be perfected by the Government, if the parties claiming it shall have fulfilled all the conditions upon which such locations were made, and the amount accruing therefrom shall be paid to the tribe to whom the reservation belongs. The said William Benjamin Robinson, on behalf of Her Majesty, Who desires to deal liberally and justly with all Her subjects, further promises and agrees that should the territory hereby ceded by the parties of the second part at any future period produce such an amount as will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial currency in any one year, or such further sum as Her Majesty may be graciously pleased to order; and provided further that the number of Indians entitled to the benefit of this treaty shall amount to two-thirds of their present number, which is fourteen hundred and twenty-two, to entitle them to claim the full benefit thereof; and should they not at any future period amount to two-thirds of fourteen hundred and twenty-two, then the said annuity shall be diminished in proportion to their actual numbers.

The said William Benjamin Robinson, of the first part, further agrees on the part of Her Majesty and the Government of this Province that in consequence of the Indians inhabiting French River and Lake Nipissing having become parties to this treaty the further sum of one hundred and sixty pounds Provincial currency shall be paid in addition to the two thousand pounds above mentioned.

SCHEDULE of reservations made by the above named subscribing Chiefs and Principal Men:—

1st. Pamequonaishcung and his band, a tract of land to commence seven miles from the mouth of the River Maganetawang and extending six miles east and west by three miles north.

2nd. Wagemake and his band, a tract of land to commence at a place called Nehickshegeshing, six miles from east to west by three miles in depth.

3rd. Kitcheposkissegun (by Papasainse), from Point Grondine, westward, six miles inland by two miles in front, so as to include the small Lake Nessinassung (a tract for themselves and their bands).

4th. Wabakekik, three miles front, near Shebawenaning, by five miles inland, for himself and band.

5th. Namassin and Naoquagabo and their bands, a tract of land commencing near La Cloche, at the Hudson Bay Company's boundary; thence westerly to the mouth of Spanish River; then four miles up the south bank of said river and across to the place of beginning.

6th. Shawinakeshick and his band, a tract of land now occupied by them and contained between two rivers called White Fish River and Wanabitasebe, seven miles inland.

7th. Windawtegowinini and his band, the peninsula east of Serpent River and formed by it, now occupied by them.

8th. Ponekeosh and his band, the land contained between the River Mississaga and the River Penebewabecong, up to the first rapids.

9th. Dokis and his band, three miles square at Wanabeyakoknun, near Lake Nipissing, and the island near the fall of Okickendawt.

10th. Shabokishick and his band, from their present planting grounds on Lake Nipissing to the Hudson's Bay Company's Post, six miles in depth.

11th. Tagawinini and his band, two miles square at Wanabitibing—a place about forty miles inland, near Lake Nipissing.

12th. Keokonse and his band, four miles from Thessalon River eastward by four miles inland.

13th. Mishequanga and his band, two miles on the lake shore, east and west of Ogawaminang, by one mile inland.

14th. For Shinguacouse and his band, a tract of land extending from Maskinongé Bay, inclusive, to Partridge Point, above Garden River, on the front, and inland ten miles throughout the whole distance, and also Squirrel Island.

15th. For Nebenaigoching and his band, a tract of land (extending from Wabekinegunning west of Gros Cap to the boundary of the lands ceded by the Chiefs of Lake Superior and inland ten miles throughout the whole distance, including Batchewanaung Bay), and also the small island at Sault Ste. Marie used by them as a fishing station.

Signed, sealed and delivered at Sault
Ste. Marie, the day and year first
above written, in presence of

ASTLEY P. COOPER,
Capt. R. Bde.,

GEORGE IRONSIDE,
S. I. Affairs,

T. M. BALFOUR,
2nd Lt. Rifle Bde.,

ALLAN MACDONELL,

GEO. JOHNSTON,
Interpreter,

LOUIS CADOT,

J. B. ASSIKINOCK,

T. W. KEATING,

JOS. WILSON,

PENETANGUSHENE, 16th Sept. 1850.

Witness to the signatures of

MUCKATA MISHAQUET,

MEKIS, MISHOQUETTE,

ASA WASWANAY and PAWIS,

T. G. ANDERSON, *S. I. A.,*

W. B. HAMILTON,

W. SIMPSON,

ALFRED A. THOMPSON.

SHINGUAKOUCÉ, x [L.S.]

NEBENAIGOCHING, x [L.S.]

KEOKONSE, x [L.S.]

MISHEQUONGA, x [L.S.]

TAGAWININI, x [L.S.]

SHABOKESHUK, x [L.S.]

DOKIS, x [L.S.]

PONEKEOSH, x [L.S.]

WINDAWTEGOWININI, x [L.S.]

SHAWENAKESHICK, x [L.S.]

NAMASSIN, x [L.S.]

MUCKATA MISHAQUET, x [L.S.]

MEKIS, x [L.S.]

MAISQUASO, x [L.S.]

NAOQUAGABO, x [L.S.]

WABOKEKIK, x [L.S.]

KITCHIPOSSEGUN, } [L.S.]
by PAPASAINSE, }

WAGEMAKE, x [L.S.]

PAMEQUONAISHCUNG, x [L.S.]

JOHN BELL, x [L.S.]

PAQWATCHININI, x [L.S.]

MASHEKYASH, x [L.S.]

IDOWE-KESIS, x [L.S.]

WAQUACOMIEK, x [L.S.]

MISHOQUETTO, x [L.S.]

ASA WASWANAY, x [L.S.]

PAWISS, x [L.S.]

W. B. ROBINSON, [L.S.]

OCHEEK, x [L.S.]

METIGOMIN, x [L.S.]

WATACHEWANA, x [L.S.]

MIMEWAWAPENASSE, x [L.S.]

SHENAOQUM, x [L.S.]

ONINGEGUN, x [L.S.]

PANAISY, x [L.S.]

PAPASINSE, x [L.S.]

ASHEWASEGA, x [L.S.]

SHAWONEBIN, x [L.S.]

KAGISHEWAWETUNG } x [L.S.]
by BABONEUNG, }

Reservations continued:—

For Chief Mekis and his band, residing at Wasaquisung (Sandy Island), a tract of land at a place on the main shore opposite the island, being the place now occupied by them for residence and cultivation, four miles square.

poorly land!

For Chief Muckata Mishaquet and his band, a tract of land on the east side of the River Naishcouteong, near Pointe aux Barils, three miles square, and also a small tract in Washanwenega Bay, now occupied by a part of the band, three miles square.

Recorded in the office, of the Provincial Registrar, this 22nd day of November, in Lib. "C. M. Miscellaneous," Folio 1, &c.

R. A. TUCKER,

Registrar.

No. 65.

THIS INDENTURE, made at Niagara, in the District of Niagara, in the Province of Upper Canada, this eighteenth day of May, in the year of Our Lord one thousand eight hundred and thirty-one, between John Johnson Claus, of Niagara aforesaid, Esquire, Warren Claus, of the same place, Esquire, and Catherine Claus, of the same place, widow, executors and executrix of the last will and testament of the late Honorable William Claus, in his lifetime of Niagara aforesaid, a member of His Majesty's Legislative and Executive Council, and Deputy Superintendent General of Indian Affairs in the said Province, of the one part, and the Honorable James Baby, of the Town of York, in the Home District and Province aforesaid, Inspector General of Public Provincial Accounts, the Honorable John Henry Dunn, of the same place, Receiver General of His Majesty's revenues in the said Province, and the Honorable George Herchmer Markland, of the same place, a member of His Majesty's Legislative and Executive Councils, in the said Province, of the other part: Whereas, the late Right Honorable Thomas Douglass, Earl of Selkirk, of St. Mary's Isle, in North Britain, by his Indenture bearing date the fifteenth day of January, in the forty-eighth year of the reign of Our late Sovereign Lord King George the Third, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and in the year of Our Lord one thousand eight hundred and eight, after reciting as is therein recited, and in pursuance of an agreement therein recited and referred to, and for and in consideration of the sum of three thousand four hundred and seventy-five pounds of current money of the said Province of Upper Canada, acknowledged by the said Thomas Douglass, Earl of Selkirk, in the said Indenture, to be due and owing by him to the Six Nations Indians mentioned and referred to in the said Indenture, and for the better securing the payment of the said sum of money, and the interest thereon, and also in consideration of the sum of five shillings of like current money to him, the said Thomas Douglass, Earl of Selkirk, in hand well and truly paid by the said hereinbefore mentioned William Claus, the receipt whereof was by the said Indenture acknowledged, he, the said Thomas Douglass, Earl of Selkirk, did grant, bargain, sell and demise, and by the said Indenture did acknowledge to have granted, bargained and sold and demised, unto the said William Claus, his executors, administrators and assigns, all that parcel or tract of land situate on the Grand River, in the County of Haldimand, in the District of Niagara, in the said Province of Upper Canada, containing by admeasurement thirty thousand and eight hundred acres, be the same more or less, which said thirty thousand and eight hundred acres are by the said Indenture declared to be butted and bounded, or to be otherwise known as follows, that is to say: Commencing at a white oak tree marked, and standing at the south-west angle of the reserve made by the Indians on the east side of the Grand River, below Dick and Doe Creek; then along the southern boundary of the said reserve, north thirty degrees east eighty chains, more or less, to the south-easternmost angle of the said reserve; then north sixty-two degrees thirty minutes west along the easternmost boundary of the said reserve sixty-seven chains, more or less; then north thirty degrees east to the easternmost boundary of the Indian lands, four hundred and four chains, more or less; then along the said boundary south sixty-two degrees thirty minutes east three hundred and sixty chains, more or less; then south thirty degrees east to a basswood tree upon the shore of Lake Erie, near the mouth of a small creek, five hundred and fourteen chains, more or less; then along the shore of Lake Erie towards the mouth of the Grand River to a

certain post or picket, one hundred and seventy-two chains, more or less; then north fifty-four degrees west one hundred and fifty-two chains, more or less; then west one hundred and sixty chains, more or less, to a maple tree on a branch of the said Grand River; then following the easternmost shore of the said river against the stream to the place of beginning; together with the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof to have and to hold the said parcel and tract of land or premises, and all and singular the hereditaments in the said Indenture expressed to be granted and demised, with their and every of their appurtenances unto the said William Claus, his executors, administrators and assigns, from the day next before the date of the said Indenture, for and during and unto the full end and term of one thousand years from thence next ensuing fully to be complete and ended, in trust, nevertheless, for and to the use and benefit of the Indians in the said Indenture mentioned, and their posterity: Provided always, and it was declared by the parties to the said Indenture to be the true intent and meaning thereof, that if the said Thomas Douglass, Earl of Selkirk, his heirs, executors, administrators or assigns, should well and truly pay or cause to be paid unto the said William Claus, his executors, administrators or assigns, the said sum of three thousand four hundred and seventy-five pounds of current money of Upper Canada, as aforesaid, on or before the eighteenth day of November next, after the date of the said Indenture, together with lawful interest thereon, to be computed from the eighteenth day of November then last past, without any deduction or abatement whatsoever, for or in respect of any taxes, charges, assessments or other matter, cause or thing whatsoever now taxed or imposed upon the hereditaments by the said Indenture granted or demised, or upon the said William Claus, his executors, administrators or assigns, for or in respect of the same by authority of Parliament or otherwise howsoever, or hereafter to be taxed or imposed, or if the said Thomas Douglass, Earl of Selkirk, his heirs, executors, administrators or assigns should well and truly pay, or cause to be paid, unto the said William Claus, his executors, administrators or assigns, the yearly interest of the said sum of three thousand four hundred and seventy-five pounds at and after the rate of six pounds for one hundred pounds for one year on each and every eighteenth day of November in each and every year, so long as the same should be and remain unpaid and unsatisfied, without any deduction or abatement whatsoever as aforesaid. Then and in either of the said cases, and from and after such payment should be made as aforesaid, the said Indenture and the demise thereby made and every matter, clause and thing in the said Indenture contained should cease, determine and be void to all intents and purposes, anything therein contained to the contrary notwithstanding. And the said Thomas Douglass, Earl of Selkirk, did by the said Indenture further covenant and agree for himself, his heirs, executors and administrators, to and with the said William Claus, his executors, administrators and assigns, that he, the said Thomas Douglass, Earl of Selkirk, his heirs, executors or administrators, should well and truly pay or cause to be paid unto the said William Claus, his executors, administrators or assigns, the said sum of three thousand four hundred and seventy-five pounds, and interest for the same, in manner mentioned, and at the time and in the manner in the said Indenture provided for the payment thereof or the yearly interest of the said sum of three thousand four hundred and seventy-five pounds in manner mentioned and provided in the said Indenture without any deduction or abatement whatsoever out of the same, according to the true intent and meaning of the said Indenture and the proviso therein contained. And it was by the said Indenture further covenanted and agreed that he the said Thomas Earl of Selkirk, and his heirs, and all and every other person or persons having or lawfully claiming or who should or might at any time or times thereafter have or lawfully claim any estate, right, title, interest or property either of law or equity of, in, to or out of the said parcel or tract of land and hereditaments in the said Indenture mentioned to be granted and demised from by or under him, them or any of them, should and would from time to time and at all times after default

should happen to be made of or in payment of the principal sum and interest or the yearly interest thereof in manner in the said Indenture mentioned, and upon every reasonable request of him the said William Claus, his executors, administrators and assigns, should make, do and execute, or cause to be made, done and executed all such further and other lawful and reasonable act or acts, thing and things or conveyances in the law whatsoever for the more perfect granting and assuring the said parcel and tract of land and premises unto the said William Claus, his executors, administrators or assigns, for and during the residue of the said term of one thousand years which shall be then unexpired freed from the aforesaid proviso for the redemption thereof and all equity thereupon as by the said William Claus, his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably devised, advised or requested and required. And lastly, it was by the said Indenture agreed between the parties thereto that in the mean time and until default should happen to be made as in the said Indenture mentioned and set forth, it should be lawful for the said Thomas Douglass, Earl of Selkirk, his heirs and assigns, peaceably and quietly to have, hold, possess and enjoy the said parcel and tract of land and premises in the said Indenture mentioned and thereby demised, and to receive and take the rents, issues and profits thereof to and for his and their own proper use and benefit, without the let, trouble, denial, eviction or interruption of the said William Claus, his executors, administrators or assigns, or any other person lawfully claiming or to claim by, from or under him, them or any of them, as by reference to the said Indenture will more fully and at large appear. And whereas a large sum of money remains and is due and unsatisfied as well of the said principal sum of three thousand four hundred and seventy-five pounds as of the interest payable thereon according to the terms of the said Indenture and the covenants therein contained. And whereas the said John Johnson Claus and Warren Claus, executors, and the said Catherine Claus, executrix, of the last will and testament of the said William Claus, now deceased, are desirous and have agreed to assign the trust which by the said Indenture is now vested in them as executors and executrix of the said William Claus, as aforesaid, to the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns; and also, to assign to them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all sums of money now due or which may hereafter accrue due upon, under or by virtue of the said Indenture, together with the said Indenture, and all and singular the interest, claim, property or demand which they, the said John Johnson Claus, Warren Claus and Catherine Claus have in, to or out of or upon the said parcel or tract of land, with the appurtenances and every part thereof in the said Indenture mentioned. And whereas the said James Baby, John Henry Dunn and George Herchmer Markland have contracted and agreed to and with the said John Johnson Claus, Warren Claus and Catherine Claus, executors and executrix as aforesaid, to accept and receive an absolute assignment of all the estate, right, title, interest and possession, term of years yet to come and unexpired of, in and to the said piece and parcel of land, with the appurtenances and every part thereof, and of all and singular the sum and sums of money due and growing due under and by virtue of the said Indenture subject, nevertheless, to the same trusts, limitations and restrictions in the said Indenture set forth and contained.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of five shillings of lawful money of Upper Canada to the said John Johnson Claus and Warren Claus, executors, and to the said Catherine Claus, executrix, of the last will and testament of the said William Claus, deceased, in hand paid in full for the absolute purchase of all the estate, right, title, interest, term of years yet to come and unexpired, of them, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, of, in and to the piece or parcel of land, with the appurtenances, in the said Indenture mentioned, and of, in or to the sum or sums of money due and owing under and by

virtue of the said Indenture, or which shall hereafter accrue due or owing on the same, the receipt of which said sum of five shillings they, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, doth hereby confess and acknowledge, they, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, have granted, bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all and singular the piece, parcel or tract of land in the said in part recited Indenture mentioned and hereinbefore described, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also the said Indenture, and all other evidences, deeds and writings whatsoever touching or concerning the premises which they, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, have in their custody or power, and also all such sum or sums of money as are now due or which may hereafter become due under or by virtue of the said Indenture and the covenants and conditions therein contained. To have and to hold the said piece, parcel or tract of land with the appurtenances hereinafter mentioned and hereby intended to be assigned, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of one thousand years, by the said hereinbefore in part recited Indenture granted, which are now to come and unexpired.

And to have, hold and receive, take and demand, all and singular the sum and sums of money now due, or which may hereafter accrue due under and by virtue of the said hereinbefore in part recited Indenture to them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, subject, nevertheless, to the condition following, that is to say: That they, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall enter upon, take and possess the parcel or tract of land in the hereinbefore in part recited Indenture described and demised, and shall also take and receive all and singular the sum or sums of money which are now due, or which may hereafter accrue due and payable under and by virtue of the said Indenture, upon the same trusts and for the same purposes and to be accounted for and applied in the same manner as are set forth in the hereinbefore in part recited Indenture, and which is hereby assigned or intended so to be.

And the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, do by these presents covenant and agree to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time during the unexpired term of the one thousand years in the said Indenture mentioned, enter into, have, hold, possess and enjoy all and singular the parcel and tract of land in the said Indenture mentioned, with the appurtenances, in default of performance of all or any of the conditions or covenants in the said Indenture mentioned on the part and behalf of the said Thomas Douglass, Earl of Selkirk, his heirs, executors or administrators, to be performed and kept without the claim, let, hindrance, interruption or denial of them the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, or any or either of them, their or either of their executors, administrators or assigns. Also, that they the said James Baby, John Henry Dunn, George Herchmer Markland, their executors, administrators and assigns, shall have full power and authority to ask, demand, sue for, recover and receive all and singular the sum and sums of money which now are or hereafter may accrue due and owing under and by virtue of the said Indenture, without the interruption, interference or denial of them the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, or either of them, their or either of their

executors, administrators or assigns, or by any other person or persons whatsoever, by their or either of their authority, procurement or connivance.

IN TESTIMONY WHEREOF, the parties have hereunto set and subscribed their hands and seals on the day first above written.

Signed, sealed and delivered in }	JOHN CLAUS,	[L.S.]
in presence of :	W. CLAUS,	[L.S.]
WALTER H. DICKSON,	C. CLAUS,	[L.S.]
C. GAMBLE.	J. BABY,	[L.S.]
	JOHN H. DUNN,	[L.S.]
	GEORGE H. MARKLAND,	[L.S.]

A memorial hereof is registered in the registry of the Counties of Lincoln and Haldimand, the 26th day of November, 1831, at 9 o'clock a.m., in Book N., Folios 136, 137.

JOHN LYONS,
Registrar.

No. 65½.

To all to whom these presents shall come:

Hannah Playter, of the Township of Vaughan, in the Home District and Province of Canada, widow; John Langstaff, of the Township of Markham, in said Home District, gentleman; and Lucy Langstaff, his wife, of the same place; John Arnold, of said Township of Vaughan, gentleman, and Elizabeth Arnold, of the same place, his wife, send greeting.

Whereas, His late Majesty King George the Third, by Letters Patent under the Great Seal of the late Province of Upper Canada, bearing date the fifteenth day of December, in the thirty-seventh year of His reign, did give and grant unto the Honorable David William Smith, of the then Town of York, in the said Home District, Esquire, his heirs and assigns for ever, all that parcel or tract of land situate in the Township of Southwold, in the then County of Suffolk, now the County of Middlesex, in the District of London, in said then Province of Upper Canada, containing four hundred and fifty acres, be the same more or less, being lots numbers ten in the first concession, and numbers nine and ten in the front concession of said Township of Southwold, to have and to hold the said parcel or tract of land unto and to the use of the said David William Smith, his heirs and assigns, subject nevertheless to certain reservations, limitations and conditions in said Letters Patent, expressed and contained as by Our said Letters Patent will appear. And whereas, the said David William Smith, by Indenture of bargain and sale bearing date the fourth day of September, in the year of Our Lord one thousand seven hundred and ninety-eight, and made between the said David William Smith, then of the Town of York, in the Home District of Upper Canada, of the first part, and Abner Miles, then of the same place, inn-holder, of the other part; he, the said David William Smith for the consideration therein expressed did, among other lands, tenements and hereditaments, grant, bargain and sell, release and confirm unto the said Abner Miles said tract or parcel of land and premises situate in the Township of Southwold aforesaid, being said lots number ten in the first concession, and lots numbers nine and ten in the front concession of said Township of Southwold, together with the woods and waters thereon growing and being, and all and singular the appurtenances to the same belonging or in anywise appertaining, subject to the reservations, limitations and conditions contained in the original grant thereof from the Crown; to have and to hold the same and every part and parcel thereof unto and to the use of the said Abner Miles, his heirs and assigns for ever. And whereas the said Abner Miles being seized in fee of said lots number ten in the first concession, and lots numbers nine and ten in the front concession of said Township of Southwold, departed this life without having disposed of said lots of land by will or otherwise on or about the twenty-sixth day of July, in the year of Our Lord one thousand eight hundred and six, leaving James Miles his heir-at-law him surviving and entitled to the inheri-

tance in fee simple of and in said lots of land respectively. And whereas the said James Miles being seized of a good estate of inheritance in fee simple of and in said lots of land departed this life on or about the twenty-first day of September in the year of Our Lord one thousand eight hundred and forty, having first made, published and declared his last will and testament duly executed to pass real estate in the said late Province of Upper Canada, whereby the said James Miles did give, devise and bequeath all his real property, of what kind soever and wherever it is, and together with the appurtenances thereto belonging unto his three sisters, Hannah Playter, Lucy Langstaff and Elizabeth Arnold their heirs and assigns forever, share and share alike. Now know ye, that the said Hannah Playter, John Langstaff and Lucy Langstaff his wife, John Arnold and Elizabeth Arnold his wife, for and in consideration of the sum of four hundred and sixty-two pounds of lawful money of Canada to them in hand paid at or before the sealing and delivery of these presents by Our present Sovereign Lady Victoria, the receipt whereof is hereby acknowledged, and for several other good causes and weighty considerations them thereunto moving, have and each of them hath granted, surrendered and yielded up, and by these presents do and each of them doth grant, surrender and yield up unto Our Sovereign Lady the Queen's Most Excellent Majesty, Her heirs and successors, said lots number ten in the first concession, and numbers nine and ten in the front concession of said Township of Southwold, with all and singular the hereditaments and appurtenances thereto belonging, and all their, and each of their estates, rights, title, interest, claim and demand whatsoever, of, in, to or out of the same and every part and parcel thereof freed, cleared and discharged of and from all prior mortgages, charges, incumbrances, services, claims and demands whatsoever of the said Abner Miles, and his heirs or assigns, the said James Miles, his heirs or assigns, the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, or either of them, heretofore made, done, committed, charged or suffered to be made, done, committed, charged upon the said lands, tenements and premises or any part thereof. To have and to hold the same and every part and parcel thereof unto and to the sole use and behoof of Her said present Majesty, Her heirs and successors forever, together with the said Letters Patent to said David William Smith to be cancelled; and the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, for themselves, their and each of their heirs, executors, administrators and assigns, do by these presents covenant, grant and agree to, and with Our said Sovereign Lady, the present Queen's Most Excellent Majesty, Her heirs and successors, that they, the said Hannah Playter, Lucy Langstaff and Elizabeth Arnold, at the time of the en sealing and delivery hereof are and stand solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in said lands, tenements, hereditaments and all and singular other the premises hereinbefore mentioned, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of forfeiture, reservation, limitation, provisos or conditions other than contained in the original grant thereof from the Crown, and other than the tenancy by courtesy which said John Langstaff and John Arnold might or could have in the same in the event of their surviving their said wives, respectively; and that they, the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold now have in themselves good right, full power and lawful and absolute authority to grant, surrender and yield up the said tenements, hereditaments and premises hereinbefore mentioned, with their and every of their appurtenances, unto Her said present Most Gracious Majesty, Her heirs and successors forever, in manner aforesaid. And further, that they, the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, their heirs and assigns, and all and every other person or persons whomsoever having or lawfully claiming, or who shall or may lawfully claim any estate, right, title, interest or trust of, in, to or out of the said lands, tenements, hereditaments and premises hereby surrendered, as aforesaid, or intended so to

be, with their appurtenances, or any part thereof, by, from, under or in trust for said David William Smith, his heirs or assigns; said Abner Miles and James Miles, their or either of their heirs or assigns; said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, their or either of their heirs or assigns, shall and will, from time to time and at all times, at the proper costs and charges in the law of Our said Sovereign Lady the Queen, Her heirs, or successors, make, do, suffer and execute, or cause or procure to be made, done and suffered and executed all and every such further and other reasonable act and acts, deed and deeds, devices and assurances in the law for the further, better and more perfectly granting and surrendering and yielding up the said lands, tenements, hereditaments and premises, with the appurtenances and every part thereof, unto Our Sovereign Lady the present Queen's Most Gracious Majesty, Her heirs and successors forever, as by Her said Majesty, Her heirs or successors, Her or their counsel learned in the law, shall be reasonably and lawfully devised, or advised or required.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seals this fourth day of January, in the sixth year of Her Majesty's reign, and in the year of Our Lord one thousand eight hundred and forty-three.

Signed, sealed and delivered in the
presence of
JOHN POWELL, to execution by Lucy
Langstaff, and Elizabeth Arnold.
HUGH N. GWYNNE, to execution by
all the parties.

HANNAH PLAYTER,	[L.S.]
JNO. LANGSTAFF,	[L.S.]
LUCY LANGSTAFF,	[L.S.]
JOHN ARNOLD,	[L.S.]
her	
ELIZABETH X ARNOLD,	[L.S.]
mark.	

I, John Powell, Esquire, Judge of the District Court in and for the Home District, do hereby certify that on this fourth day of January in the year of Our Lord one thousand eight hundred and forty-three, at the Township of York, the within deed was duly executed in the presence of me and Hugh Nelson Gwynne by Lucy Langstaff, wife of John Langstaff, gentleman, one of the grantors therein named, and also by Elizabeth Arnold, wife of John Arnold, one of the grantors therein named, and that the said Lucy Langstaff and Elizabeth Arnold severally and respectively at the said time and place, being severally examined by me apart from their respective husbands, did appear respectively to give their consent to part with their respective estates in the lands mentioned in the said deed, freely and voluntarily and without coercion or fear of coercion on the part of their respective husbands, or of any other person or persons whatsoever.

JOHN POWELL,
J.H.D.C.

I certify that a memorial of the within instrument was recorded the 26th day of August, A.D., 1854, at 10 o'clock a.m., in Liber B, for Southwold, Folio 537.

JOHN McKAY,
Registrar, Elgin.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 1st August, 1856.

I hereby certify that the within deed of surrender, together with the accompanying Minute in Council, were this day entered upon the records of this office in Lib. C. S. Surrenders to the Crown, Fol. 143, &c.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
TORONTO, 20th February, 1857.

Entered upon the records of this Department in L. W. No. 39.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 4th July, 1856, approved by His Excellency the Governor General in Council on the 5th July, 1856.

On a letter from the Chief Superintendent of Indian Affairs of the 23rd June, 1856, transmitting a deed of surrender from Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold to Her Majesty the Queen, in trust for the use and benefit of the Mississauga Indians of the Credit, of lot number ten in first concession, and lots number nine and ten in the front concession of the Township of Southwold, in the County of Middlesex, containing about 450 acres, be the same more or less. In order that the same may be sold and patented for the benefit of the aforesaid Indians, and requesting that the same may be laid before Your Excellency in Council, for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and the Provincial Registrar.

The Committee recommend that the trust be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar.

Certified,

WM. H. LEE,
C. P. C.

No. 66.

THIS INDENTURE, made and concluded this seventeenth day of June, in the year of Our Lord one thousand eight hundred and fifty-two, between William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, the Principal Chiefs, Warriors and people of the Indian Tribes commonly designated and known as the Chippewas of Lakes Huron and Simcoe, of the one part, and Her Majesty the Queen Victoria by the Grace of God, of the United Kingdom of Great Britain and Ireland, of the other part, Witnesseth: that for and in consideration of the sum of five shillings of lawful money of the Province of Canada by Her said Majesty to the said William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and for and in consideration of the further condition and trust hereinafter contained and expressed, they the said William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, have and each and every of them hath granted, bargained, sold, released, surrendered and forever yielded up, and by these presents do and each and every of them doth grant, bargain, sell, release, surrender and forever yield up unto Her said Majesty, Her heirs and successors, in trust, for the purpose of enabling her said Majesty, Her heirs and successors, to sell the same to the best advantage for the use, benefit and behalf of them the said William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, and their people and posterity forever, all that certain piece or parcel of land and premises situated, lying and being in the northern division of the Township of Orillia, in the County of Simcoe, and in the Province of Canada, being composed of part of lot number two in the first concession of the said northern division of the said Township of Orillia, and commencing at a post planted on the north side line of said lot, being twenty-one chains and thirty-three links from the north-west angle of the said lot; thence north sixty degrees east twelve chains to the centre of said first concession to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post planted and forming the jog in the said north side line; thence north sixty

degrees east eight chains to a post there planted; thence south thirty degrees east eight chains twenty-five links to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to the township line between the Townships of Orillia and Medonte; then north thirty-three degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links to a post there planted; thence north thirty degrees west eight chains and sixty-five links, be the same more or less, to the place of beginning; containing by admeasurement twenty acres and fifty perches of land, more or less. Together with all the rights, privileges and appurtenances thereunto belonging or in any wise appertaining, and all the estate and interest of them the said William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahegwun and John Jones, their tribe, nation and people. To have and to hold the same to Her said Majesty the Queen, Her heirs and successors, for the purpose herein already mentioned forever.

IN TESTIMONY WHEREOF, the said Principal Chiefs and Warriors, on their own behalf as well as on behalf of their tribe, nation and people, do hereunto make and affix their sign or totem against their seals, respectively, at Orillia, on the day and date first herein written.

Read, explained in Council,	CHIEF WILLIAM YELLOWHEAD, (his totem) [L.S.]
signed, sealed and delivered in the presence of: }	CHIEF THOMAS NANINGESHKUNG, (his totem) [L.S.]
ADAM PATERSON,	CHIEF JAMES BIGWIND, (his totem) [L.S.]
<i>Comm'r, Queen's Bench,</i>	CHIEF GEORGE YOUNG, (his totem) [L.S.]
JOHN SIMPSON,	CHIEF JOSEPH SNAKE, (his totem) [L.S.]
JOSEPH NANINGESHKUNG,	CHIEF JOHN AISSANCE, (his totem) [L.S.]
<i>Interpreter.</i>	CHIEF JAMES AISSANCE, (his totem) [L.S.]
	CHIEF JOHN JONES, (his totem) [L.S.]
	PETER GADAHGEWUN, (his totem) [L.S.]
	Certified,
	T. G. ANDERSON, V.S.I.A.

W. B. Hamilton, witness to	}
the signature of:	
JAMES AISSANCE,	
John Simpson, witness to	}
the signature of:	
JOHN JONES,	
CHARLES KEESHICK, <i>Interpreter,</i>	
John Simpson, Frederick C. M.	}
Fraser, witness to the signature of:	
PETER GADAHGEWUN,	}
JOHN SIMPSON.	
Certified,	

T. G. ANDERSON, S.I.A

No. 66½.

KNOW ALL MEN BY THESE PRESENTS that we, John Natty and Frederick Fisher, Chiefs of the Band of Chippewa Indians of the Township of Anderdon, in the County of Essex, and Western District of the Province of Canada, in Council assembled, do hereby surrender and yield up unto Her Most Gracious Majesty, Queen Victoria, Her heirs and successors, all our right, title, interest, claim, property and demand whatsoever, both at law and in equity, of, in and to that tract or parcel of land situate, laying and being in Block (C) in the township, county, district and Province aforesaid, being composed of lot number five in the fourth concession, and the north half of lot number four in the fourth concession of the said township, containing by admeasurement three hundred acres, be the same more or less, with all and

singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in any wise belonging forever. To the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to order and direct that the said three hundred acres of land be disposed of by bargain and sale, and the monies arising therefrom to be applied in the erection of buildings and the purchase of working oxen, farming implements, seed grain, and such other articles as may be required for the settlement of the said band of Indians on Walpole Island in the Western District aforesaid.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Band have hereunto set our names and seals at Amherstburg, Canada West, the eighteenth day of January, in the year of Our Lord one thousand eight hundred and forty-eight.

Signed and sealed in our presence being {	his	
first read and fully explained :	JOHN X NATTY, <i>Chief,</i>	[L.S.]
V. W. TAYLOR,	mark.	
Major R. C. R. Regt.,	his	
J. W. PETO,	FREDERICK X FISHER, <i>Chief,</i>	[L.S.]
Lieut. R. C. R. Regt.,	mark.	
THOMAS ALEX. CLARK,	his	
Interpreter, Indian Dept. . .	TAWA-KE X SHECASE, <i>Chief Warrior,</i>	[L.S.]
	mark.	
	his	
	EDWARD X NATTY, <i>Chief Warrior,</i>	[L.S.]
	mark.	
	Certified,	

Approved:

ELGIN & KINCARDINE,

I. G. CAMPBELL, *Major, Secy.*

Recorded 23rd Feb., 1848,

Lib. A. 'Surrenders to the Crown,' Folio 342. }

R. A. TUCKER,

Registrar.

J. B. CLENCH,

V. S. I. A.

No. 66½.

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 9th June, 1859.

I hereby certify that the three several deeds of indenture and surrender hereto annexed, reinvesting in Her Majesty, Her heirs and successors, a certain piece or parcel of land, being part of lot No. 2, a clergy reserve, in the first concession, northern division, of the Township of Orillia, containing by admeasurement twenty acres and fifty perches of land, more or less, have been respectively entered upon the records of this office, reference being made to said instruments will, fully and at large appear.

WM. KENT,

Deputy Registrar.

To the Chief Superintendent,

Indian Affairs, &c., &c.

WHEREAS, formerly when resident in Canada, I, William Charles Hume, now residing in the county of Wicklow, in Ireland, Esquire, sold and conveyed twenty acres and fifty perches, more or less, parcel of lot number two in the first concession of Northern Orillia, in the County of Simcoe, to the Indian Department for a valuable consideration. And whereas the said deed does not sufficiently convey the fee of the said parcel of land as was intended. And whereas, I am desirous of conveying said fee to the said Department, or any person by them appointed in that behalf; and whereas, I am now resident in Ireland and it is convenient for me to appoint an attorney for the purpose of executing and delivering a sufficient deed of the said parcel of land :

Now know all men by these presents that I, the said William Charles Hume, formerly of Marchmont, in the Township of North Orillia, County of Simcoe and Province of Canada, but now of the County of Wicklow, in Ireland aforesaid, do hereby nominate, constitute and appoint Skeffington Connor, of the City of Toronto, Esquire, Barrister, my true and lawful attorney for me and in my name to execute and deliver to the Indian Department of Canada West, or to the Honourable Colonel Bruce on its behalf, or any other of the officers of the said Department, for the said Department a good and valid deed in fee simple of the said parcel of land so formerly sold and conveyed by me to the said Department or intended so to be.

Dated at the City of Dublin this day of A.D. 1850.

Signed, sealed and delivered }
in presence of }
JOHN JAS. NUGENT, }
of Belvedere Place, in the }
City of Dublin, Attorney- }
at-Law. }

WM. CHS. HUME, [L.S.]

Skeffington Connor, of the City of Toronto, Esquire, maketh oath and saith, that he knows and is well acquainted with William Charles Hume, the party in the annexed power of attorney mentioned as executing the same, and also with John James Nugent, the party whose name is set and subscribed thereto as the attesting witness to the execution thereof, and that he is well acquainted with the respective hands writing of each of them, the said William Charles Hume and John James Nugent, having frequently seen them respectively write. And this deponent further said that the name "Wm. Chs. Hume," set and subscribed to the said power of attorney as of the party executing the same is of the proper handwriting of the said William Charles Hume, and that the name "John Jas. Nugent," set and subscribed to the said power of attorney as of the party attesting the execution thereof is of the proper handwriting of the said John James Nugent.

Sworn at the City of Toronto, this }
seventh day of February, in the }
year of Our Lord 1852, before me: }

SKEFFINGTON CONNOR.

ALEX. McDONALD,

*A Commissioner for taking affidavits in
B. R. for Counties of York, Ontario
and Peel.*

THIS INDENTURE, made the sixth day of March, in the year of Our Lord one thousand eight hundred and fifty one, between William Charles Hume, of the Township of Orillia, late in the Home District, but now in the District of Simcoe, in the Province of Canada, Esquire, of the one part, and the Honourable Robert Bruce, of the City of Toronto, Civil Secretary of the said Province and Superintendent General of Indian Affairs, of the other part. Whereas, by a certain Indenture of bargain and sale, bearing date on or about the twelfth day of January, in the year of Our Lord, one thousand eight hundred and thirty-six, and made or expressed to be made between the said William Charles Hume, of the one part, and James Givins, then of the City of Toronto, in the then Province of Upper Canada, Esquire, Chief Superintendent of the Indian Department, in the same province, since deceased, of the other part: It is witnessed that in consideration of the sum of two hundred and twenty pounds of lawful money of the then Province of Upper Canada, paid by the said James Givins to the said William Charles Hume, the receipt whereof is thereby acknowledged, he, the said William Charles Hume, did grant, bargain and sell unto the said James Givins, and his successors in office, all that piece or parcel of land, being part of lot number two, clergy reserve, in the first concession of the northern division of the Township of Orillia, and commencing at a post planted in the north side line of the said lot, being twenty-one chains and thirty-three links from the

north-west angle of the said lot; thence north sixty degrees east twelve chains to the centre of the said first concession to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post there planted and forming the jog in the said north side line; thence north sixty degrees east eight chains to a post there planted; thence south thirty degrees east eight chains twenty-five links to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to the township line between the Townships of Orillia and Medonte; thence north thirty degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links to a post there planted; thence north thirty degrees west eight chains sixty-five links, be the same more or less, to the place of beginning, containing by admeasurement twenty acres and fifty perches, more or less, with the appurtenances. To hold the same, but subject as in the said Indenture now in recital is mentioned, unto and to the use of the said James Givins and his successors in the office of Chief Superintendent of Indian Affairs, as aforesaid, in trust nevertheless and for the absolute use and benefit of the Chippewa Tribe of Indians of Lake Huron and Simcoe, to be disposed of as they should direct, and for no other trust, end, intent or purpose whatsoever. And whereas, notwithstanding the absolute sale of the said lands and hereditaments and the fee simple and inheritance thereof by the said William Charles Hume to the said James Givins as aforesaid, it is apprehended that under the limitation of the said estate in the said Indenture contained to the use of the said James Givins and his successors in the office of the Chief Superintendent of Indian Affairs as aforesaid, instead of a limitation having been made thereof to him and his heirs he, the said James Givins, took no greater or larger estate than an estate for life of and in the lands and hereditaments thereby, or intended to be thereby conveyed, and that on his decease the legal estate therein reverted to the said William Charles Hume, and that he, the said William Charles Hume, is and now stands seized thereof in fee simple in possession, but nevertheless as a trustee thereof for the absolute use and benefit of the said Tribes of Indians in the said recited Indenture named. And whereas the said Robert Bruce is now the Superintendent General of Indian Affairs in and for the said Province, and as such a successor in the said office of the said James Givins, deceased. And whereas the said Robert Bruce hath applied to and requested the said William Charles Hume to convey and assure the said lands and hereditaments unto him the said Robert Bruce in trust for the absolute use and benefit of the said Chippewa Tribe of Indians, in manner hereinafter mentioned, which he hath consented and agreed to do. Now this Indenture witnesseth, that in consideration of the premises, and of the sum of five shillings of lawful money of the said Province to the said William Charles Hume in hand paid by the said Robert Bruce at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said William Charles Hume, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said Robert Bruce, his heirs and assigns, all that said tract or parcel of land and hereditaments hereinbefore described, and comprised in and conveyed or intended to have been conveyed unto the said James Givins in and by the said hereinbefore in part recited Indenture, as aforesaid, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity, of him the said William Charles Hume of, in or to the same or any part thereof. To have and to hold the said parcel or tract of land and hereditaments hereby bargained and sold or intended so to be, with the appurtenances, unto the said Robert Bruce, his heirs and assigns, to the use of him the said Robert Bruce, his heirs and assigns for ever, in trust nevertheless and for the absolute use and benefit of the said Chippewa Tribe of Indians of Lakes Huron and Simcoe, and to be disposed of as they shall direct, and for no other trust, end, intent or purpose whatsoever. And the said William Charles

Hume doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said Robert Bruce, his heirs and assigns, that he, the said William Charles Hume, and all and every other person or persons having or claiming or who shall or may hereafter have or claim any estate, right, title or interest, property, claim or demand whatsoever, either at law or in equity of, in, to or out of the said parcel or tract of land and hereditaments hereby bargained and sold or otherwise assured, or intended so to be, with the appurtenances, by, from, under or in trust for him, the said William Charles Hume or his heirs shall, and will from time to time, and at all times hereafter, upon every reasonable request and at the proper costs and charges of the said Robert Bruce, his heirs or assigns, or the said trust estate, make, do and execute all such further and other lawful and reasonable acts, deeds and assurances in the law whatsoever for the further better more perfectly and absolutely granting, conveying and assuring the said parcel or tract of land and hereditaments hereby bargained and sold or otherwise assured or intended so to be, and every part thereof, with their appurtenances unto and to the use of the said Robert Bruce, his heirs and assigns upon the trusts and for the ends, intents and purposes hereinbefore expressed, and declared of, and concerning the same as by the said Robert Bruce, his heirs or assigns, or his or their counsel in the law shall be reasonably devised or advised and required, so as no such further assurance contain or imply any further or other covenant or warranty than against the person or persons who shall be required to make or execute the same, and his, her or their heirs, executors or administrators, acts and deeds, and so as the person or persons who shall be required to make such further assurance or assurances be not compelled or compellable for the making thereof to go or travel from his or their usual place of abode.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the
presence of (by the above named
William Charles Hume, by Skef-
fington Connor, his attorney).

WILLIAM CHAS. HUME, [L.S.]

By his attorney,
SKEFFINGTON CONNOR.

ROBERT I. TURNER,
of the City of Toronto, barrister-at-law.
Signed, sealed and delivered by the
above named Robert Bruce in the
presence of :

R. BRUCE, [L.S.]

S. Y. CHESLEY.

I hereby certify that the within deed from William C. Hume, Esquire, of the Township of Orillia, in the District of Simcoe, in the Province of Canada West, to the Honorable Robert Bruce, late of Toronto, but now of the City of Quebec, Civil Secretary of said Province and Superintendent General of Indian Affairs, and dated the sixth day of March, in the year of Our Lord one thousand eight hundred and fifty-one, is the deed referred to in the affidavit of Solomon Youmans Chesley, of the City of Quebec, in Lower Canada, Esquire, proving the execution of the same, which affidavit was made and sworn before me at the said City of Quebec this day, and is annexed to the memorial of the said deed.

Signed and dated at Quebec, in Lower Canada, this nineteenth day of February, 1852.

J. DUVAL,

J. Superior Court.

A memorial hereof is recorded the 8th day of March, A.D. 1852, at 10 o'clock a.m., in Liber K. L., folio 57, No. 10896.

G. T. LOUNT,

Deputy Regr., County of Simcoe.

Recorded 21st July, 1852, in Lib. C. S., folio 49, &c.

THO. AMIOT,

D. R.

THIS INDENTURE, made the fourth day of February, in the year of Our Lord one thousand eight hundred and fifty-two, between the Honourable Robert Bruce, late of the City of Toronto, but now of the City of Quebec, in the Province of Canada, Civil Secretary of the said Province and Superintendent General of Indian Affairs, of the one part, and Her Most Gracious Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part.

Whereas, by a certain Indenture of bargain and sale bearing date on or about the twelfth day of January, in the year of Our Lord one thousand eight hundred and thirty-six, and made or expressed to be made between William Charles Hume, of the Township of Orillia, late in the Home District, but now in the County of Simcoe, in the Province of Canada, Esquire, of the one part, and James Givins, then of the City of Toronto, in the then Province of Upper Canada, Esquire, Chief Superintendent of the Indian Department, of the same Province, since deceased, of the other part, it is witnessed that in consideration of the sum of two hundred and twenty pounds of lawful money of the then Province of Upper Canada paid by the said James Givins to the said William Charles Hume, the receipt whereof is thereby acknowledged, he, the said William Charles Hume, did grant, bargain and sell unto the said James Givins and his successors in office, all that piece or parcel of land being part of lot number two, clergy reserve, in the first concession of the northern division of the Township of Orillia, and commencing at a post planted on the north side line of the said lot, being twenty-one chains and thirty-three links from the north-west angle of the said lot; thence north sixty degrees east twelve chains to the centre of the said first concession, to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post there planted, and forming the jog in the said north side line; thence north sixty degrees east eight chains to a post there planted; thence south thirty degrees east eight chains twenty-five links to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to the township line between the Townships of Orillia and Medonte; then north thirty degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links, to a post there planted; thence north thirty degrees west eight chains sixty-five links, be the same more or less, to the place of beginning, containing by admeasurement twenty acres and fifty perches, more or less, with the appurtenances, to hold the same, but subject as in the said Indenture now in recital is mentioned unto and to the use of the said James Givins and his successors in the office of Chief Superintendent of Indian Affairs as aforesaid; in trust, nevertheless, and for the absolute use and benefit of the Chippewa Tribe of Indians of Lakes Huron and Simcoe, to be disposed of as they should direct, and for no other trust, end, intent, or purpose whatsoever.

And whereas, by a certain other Indenture bearing date the sixth day of March now last past and made, or expressed to be made, between the said William Charles Hume, of the one part, and the said Robert Bruce, of the other part, after reciting amongst other things the hereinbefore in part recited Indenture of bargain and sale and reciting that notwithstanding the absolute sale of the said lands and hereditaments and the fee simple and inheritance thereof by the said William Charles Hume to the said James Givins as aforesaid, it was apprehended that under the limitation of the said estate in the said Indenture contained to the use of the said James Givins and his successors in the office of Chief Superintendent of Indian Affairs, as aforesaid, instead of a limitation having been made thereof to him and his heirs, he, the said James Givins, took no greater or larger estate than an estate for life of and in the lands and hereditaments thereby or intended to be thereby conveyed, and that on his decease the legal estate therein reverted to the said William Charles Hume, and that he, the said William Charles Hume, was and then stood seized thereof in fee simple in possession but nevertheless as a trustee thereof for the absolute use and benefit of the said tribes of Indians in the said therein and hereinbefore recited Indenture named; and reciting that the said Robert Bruce was then the Superintendent General of Indian Affairs in and for the said Province, and as such a suc-

cessor in the said office of the said James Givins, deceased, and that the said Robert Bruce had applied to and requested the said William Charles Hume to convey and assure the said lands and hereditaments unto him the said Robert Bruce, in trust for the absolute use and benefit of the said Chippewa Tribe of Indians, in manner hereinbefore mentioned, which he had consented and agreed to do, it is witnessed that for the nominal consideration therein expressed he, the said William Charles Hume, did grant, bargain, sell alien, release, convey and confirm unto the said Robert Bruce, his heirs and assigns, the said tract or parcel of land and hereditaments hereinbefore described and comprised in and conveyed or intended to have been conveyed unto the said James Givins in and by the said hereinbefore in part recited Indenture as aforesaid, with their and every of their rights, members and appurtenances, to hold the same with the appurtenances unto and to the use of the said Robert Bruce, his heirs and assigns, in trust, nevertheless, for the absolute use and benefit of the said Chippewa Tribe of Indians of Lakes Huron and Simcoe, and to be disposed of as they should direct.

And whereas, Her Most Gracious Majesty has been pleased to signify Her Royal will and pleasure to take the said land and hereditaments, and the control and management thereof, into Her own hands, for the use and benefit of said Tribes of Indians, and that the same shall be conveyed and assured to Her and Her heirs and successors for that purpose and intent.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of five shillings of lawful money of the said Province to the said Robert Bruce in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said Robert Bruce, hath granted, bargained sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto Her Majesty, Her heirs and successors, all that the said tract or parcel of land and hereditaments hereinbefore described and comprised in and conveyed or intended to have been conveyed unto the said James Givins in and by the said hereinbefore in part recited Indenture as aforesaid, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity, of him the said Robert Bruce, of, in or to the same or any part thereof. To have and to hold the said parcel or tract of land and hereditaments hereby bargained and sold or intended so to be, with their and every of their rights, members and appurtenances, unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors for ever, to the end, intent and purpose that Her Majesty, Her heirs and successors, shall be the better enabled to make or authorize such use or disposition of the said parcel or tract of land and hereditaments to and for the benefit and advantage of the Indians aforesaid as Her said Majesty, Her heirs and successors, shall deem just and expedient. And the said Robert Bruce doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree to and with Her said Majesty, Her heirs and successors that he, the said Robert Bruce, and all and every other person or persons having or claiming, or who shall or may hereafter have or claim any estate, right, title, or interest, property, claim or demand whatsoever, either at law or in equity, of, in, to or out of the said parcel or tract of land and hereditaments hereby bargained and sold, or otherwise assured or intended so to be with the appurtenances, by, from, under or in trust for him the said Robert Bruce, or his heirs, shall and will, from time to time, and at all times hereafter, upon every reasonable request and at the proper costs and charges of Her Majesty, Her heirs and successors, make, do and execute all such further and other lawful and reasonable acts, deeds, and assurances in the law whatsoever for the further, better, more perfectly and absolutely granting, conveying and assuring the said tract or parcel of land and hereditaments hereby bargained and sold or otherwise assured or intended so to be, and every part thereof, with their appurtenances, unto and to the use of Her Majesty, Her heirs and successors, to the intent and purpose aforesaid, according to the true intent and meaning of these

presents, as by Her Majesty, Her heirs and successors, or Her or their counsel in the law, shall be reasonably devised or advised and required, so as no such further assurance contain or imply any further or other covenant or warranty than against the person or persons who shall be required to make or execute the same and his, Her or their heirs, executors or administrators, acts and deeds, and so as the person or persons who shall be required to make such further assurance or assurances be not compelled or compellable for the making thereof to go or travel from his or their usual place of abode.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in }
presence of

R. BRUCE. [L.S.]

S. Y. CHESLEY,
MICHAEL TURNER.

I hereby certify that the within deed from the Honourable Robert Bruce, late of the City of Toronto, but now of the City of Quebec, in the Province of Canada, Civil Secretary of the said Province and Superintendent General of Indian Affairs, to Her Most Gracious Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and dated the fourth day of February instant, is the deed referred to in the affidavit of Solomon Youmans Chesley, of the City of Quebec, in Lower Canada, Esquire, proving the execution of the same, which affidavit was made and sworn before me at the said City of Quebec this day, and is annexed to the memorial of the said deed.

Signed and dated at the City of Quebec in Lower Canada, this nineteenth day of February, 1852.

J. DUVAL,
J. Superior Court.

A memorial hereof is recorded in the Registry Office for the County of Simcoe on the 8th day of March, A.D., 1852, at 11 o'clock a.m., in Liber K.L., folio 58, No. 10897.

G. T. LOUNT,
D.R.

Recorded 24th July, 1852, in Lib. C. S., fol. 55.

THO. AMIOT,
Deputy Registrar.

THIS INDENTURE, made and concluded this seventeenth day of June, in the year of Our Lord one thousand eight hundred and fifty-two, between William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, the Principal Chiefs, Warriors and people of the Indian Tribes commonly designated and known as the Chippewas of Lakes Huron and Simcoe, of the one part; and Her Majesty, the Queen, Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, of the other part, Witnesseth: that for and in consideration of the sum of five shillings of lawful money of the Province of Canada by Her said Majesty to the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and for and in consideration of the further condition and trust hereinafter contained and expressed, they, the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, have, and each and every of them hath granted, bargained, sold, released, surrendered and forever yielded up, and by these presents do and each and every of them doth grant, bargain, sell, release, surrender and forever yield up unto Her said Majesty, Her heirs and successors, in trust, for the purpose of enabling Her said Majesty, Her heirs and

successors, to sell the same to the best advantage for the use, benefit and behoof of them the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, and their people and posterity forever, all that certain piece or parcel of land and premises situated, lying and being in the northern division of the Township of Orillia, in the County of Simcoe, and in the Province of Canada, being composed of part of lot number two, in the first concession of the said northern division of the said Township of Orillia, and commencing at a post planted on the north side line of said lot, being twenty-one chains and thirty-three links from the north-west angle of the said lot; thence north sixty degrees east twelve chains, to the centre of the said first concession, to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post planted and forming the jog in the said north side line; thence north sixty degrees east eight chains, to a post there planted; thence south thirty degrees east eight chains twenty-five links, to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to township line between the Townships of Orillia and Medonte; then north thirty degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links, to a post there planted; thence north thirty degrees west eight chains and sixty-five links, be the same more or less, to the place of beginning, containing by admeasurement twenty acres and fifty perches of land, more or less, together with all the rights, privileges and appurtenances thereunto belonging or in any wise appertaining, and all the estate and interest of them the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwun and John Jones, their tribe, nation and people: To have and to hold the same to Her said Majesty the Queen, Her heirs and successors, for the purpose herein already mentioned forever.

IN TESTIMONY WHEREOF, the said Principal Chiefs and Warriors, on their own behalf as well as on behalf of their tribe, nation and people, do hereunto make and affix their sign or totem against their seals, respectively, at Orillia, on the day and date first herein written.

Read, explained in Council, signed, sealed and delivered in the presence of	}	CHIEF WILLIAM YELLOW-HEAD, (his totem) [L.S.]
ADAM PATERSON,		CHIEF THOMAS NANINGISHKUNG, (his totem) [L.S.]
<i>Commissioner Queen's Bench,</i>		CHIEF JAMES BIGWIND, (his totem) [L.S.]
JOHN SIMPSON,		CHIEF GEORGE YOUNG, (his totem) [L.S.]
JOSEPH NANEGISHKUNG,		CHIEF JOSEPH SNAKE, (his totem) [L.S.]
<i>Interpreter,</i>		CHIEF JOHN AISSANCE, (his totem) [L.S.]
Certified,		CHIEF JAMES AISSANCE, (his totem) [L.S.]
		CHIEF JOHN JONES, (his totem) [L.S.]
		PETER GADAHGEGWUN. (his totem) [L.S.]

T. G. ANDERSON, V.S.I.A.

Witness to signature of James Aissance:

W. B. HAMILTON,

JOHN SIMPSON,

Witness to signature of John Jones:

CHARLES KEESHICK,

Interpreter.

JOHN SIMPSON,

Witness to the signature of Peter

Gadahgegwun:

FRED C. M. FRASER,

JOHN SIMPSON,

Certified,

T. G. ANDERSON, S.I.A.

Recorded 24th July, 1852, in Lib. C. S., Fol. 60. THO. AMIOT,
Deputy Registrar.

No. 67.

To all whom these presents shall come—GREETING.

KNOW ye, that we, the undersigned Chiefs of the Chippewa Tribe of Indians residing at Saugeen and at Owen Sound, have surrendered and do hereby surrender, on behalf of our said tribe, and with their entire knowledge and consent, unto Her Most Gracious Majesty, Queen Victoria and Her successors, all and singular that certain tract or parcel of land and premises situate, lying and being in the Counties of Grey and Bruce, in the Province of Canada, and composed of the southerly part of the lands commonly called and known by the name of the Saugeen Tract, which is bounded on the south by Lake Huron and the Huron District, and on the north by the Georgian Bay, and comprised within the following limits, that is to say: Commencing on the present southern limit of said Indian tract at the intersection thereof by the easterly side of the allowance for road between the fourth and fifth concessions of the Township of Derby, being about three miles westerly from the Indian Village of Neywash; thence north nine degrees west forty chains, statute measure, to a post to be planted; thence south seventy-six degrees fifteen minutes west, or parallel with the said southerly line of limit of the said Indian lands, twelve hundred chains, or to within about two miles of the Indian Village of Saugeen; thence south nine degrees east forty chains to the said southern present limit of the said Indian lands; thence north seventy-six degrees and fifteen minutes east twelve hundred chains to the place beginning, containing by admeasurement four thousand and eight hundred acres of land. To have and to hold the said tract of land and its appurtenances, unto Her said Majesty Queen Victoria and Her successors for ever, in trust for the purpose of being sold to the best advantage, and the proceeds thereof to be invested in such a fund or funds as the Governor General or other person administering the Government of Canada for the time being may direct, for the benefit of our said tribe and their posterity.

IN TESTIMONY WHEREOF, we, the said undersigned Chiefs, together with the Principal Men or Warriors of our said tribe, have hereunto affixed our respective seals and totems in signification of our signatures and deliberate and voluntary act and deed, this second day of September, in the year of Our Lord one thousand eight hundred and fifty-one.

Read and explained in open Council at
Owen Sound. Signed, sealed and
delivered to Thomas G. Anderson,
Superintendent in the Indian Depart-
ment, on behalf of Her Majesty
Queen Victoria and Her successors,
in presence of us :

C. RANKINE, *D.P.S.*

JOHN FROST,

FRANCIS ASSIKINNEK, *Interpreter.*

DAVID SAWYER, *Interpreter.*

Certified,

T. G. ANDERSON, *S.I.A.*

JACOB METEGOB, (totem)	[L.S.]
ALX. MADWAYOSH, (totem)	[L.S.]
JOHN KEWAYUAHWON, (totem)	[L.S.]
JOHN MANEDOWOB, (totem)	[L.S.]
JOHN WAHSAGEZHIG, (totem)	[L.S.]
JOSEPH R. JAMES, (totem)	[L.S.]
JOHN T. WABBABDICK, (totem)	[L.S.]
JOHN JONES, (totem)	[L.S.]
THOS. WAHBAHDICK, (totem)	[L.S.]
JOHN SNAKE, (totem)	[L.S.]
GEORGE RYERSON, (totem)	[L.S.]
GEO. ARTHUR TABEGUM, (totem)	[L.S.]

PROVINCIAL REGISTRAR'S OFFICE,

QUEBEC, 19th February, 1852.

I certify that the within Surrender has this day been entered upon the records of this office in Lib. C. S., Folio 47.

THOS. AMIOT,
Deputy Registrar.

No. 68.

ELGIN AND KINCARDINE.

To all whom these presents shall come:

George Vardon, of the City of Montreal, Esquire, Assistant Superintendent General of Indian Affairs; Thomas G. Anderson, of the City of Toronto, Esquire, and Joseph B. Clench, of the Town of London, Esquire, Visiting Superintendent of Indian Affairs, send greeting: Whereas, in and by certain Letters Patent under the Great Seal of the Province of Canada, and bearing date the twelfth day of January, in the year of Our Lord one thousand eight hundred and forty-seven, it is recited that the Chiefs, Warriors, women and children of the Six Nations residing in the District or Territory of Tyendinaga, in the District of Victoria, in the Province of Canada, had by deed poll under the hands and totems of certain Chiefs therein named and affixed thereto in testimony of the assent of the said Six Nations to the act of surrender thereby made, surrendered and yielded up to Her Majesty Queen Victoria, Her heirs and successors, the tract or parcel of land thereafter described, and by the said Letters Patent granted, trusting and confiding in Her said Majesty's royal will and pleasure to re-grant the same to the persons therein named as trustees for their use, in manner and subject to the trusts and for the ends, intents, and purposes, and with, under, and subject to the powers, provisoes, conditions, restrictions, limitations and declarations therein expressed, declared and contained, of and concerning the same. And whereas Her said Majesty, being willing and desirous to carry into effect the wishes and desires of the said Six Nations, did by the said Letters Patent, of Her special grace, certain knowledge and mere motion, give and grant unto them the said George Vardon, Thomas G. Anderson, and Joseph B. Clench, their heirs and assigns for ever, all that tract or parcel of land situate, lying and being in the Township of Tyendinaga, in the District of Victoria, and on the south-easterly side of the Salmon River, in the Province of Canada, being composed of parts of lots numbers five and six in the first concession south of the road in the said township, containing by admeasurement twenty-six acres and three roods of land, be the same more or less, including the several streets laid out or intended to be laid out thereon, for the purpose of forming a town plot, and which said tract or parcel of land is butted and bounded or may be otherwise known as follows, that is to say: Commencing in front of the said concession at the south-east angle of the said lot number six; then north sixteen degrees west thirteen chains, more or less, to land leased by the Mohawk Indians to George Auldjo, Esquire; then southerly seventy-four degrees west twenty chains fifty links, more or less, to the south-easterly side of the Salmon River; then south-westerly, following the south-easterly side of the said river down the stream to the allowance for road in front of the said concession; then north eighty-two degrees thirty minutes east twenty-nine chains seventy-five links, more or less, to the place of beginning; reserving, nevertheless, the allowance for road between the said lots numbers five and six, and free access to the shore of the said Salmon River for all vessels, boats and persons: To have and to hold the said tract or parcel of land thereby given and granted unto them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, their heirs and assigns, as joint tenants, and not as tenants in common, free and clear of and from all manner of rents, fines or services whatsoever to be rendered by them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or their heirs, to Her said Majesty and Her successors, for the same and of and from all conditions, stipulations and agreements whatever, except as thereafter expressed and declared, but nevertheless upon the trusts and for the ends, intents and purposes therein expressed, declared and contained, of and concerning the same (that is to say), upon trust that they, the said George Vardon, Thomas G. Anderson and Joseph B. Clench, and the survivors and survivor of them and the heirs and assigns of such survivor should, upon the direction and with the assent of the Governor General or person for the time being administering the Government of the said Province of

Canada, to be testified by his signing his name or the initials of his name in the margin of every deed of conveyance to be made under or by virtue of the E. K. aforesaid deed or Letters Patent from time to time, when and as the same should be deemed expedient, make sale and absolutely dispose of the said tract or parcel of land thereby granted, with their appurtenances, in such lot or lots and upon such terms as to payment of the purchase money or purchase monies as should be considered most advantageous and likely to produce the most money for the same respectively, and either by public sale or auction or private contract, or partly by public sale or auction and partly by private contract, unto such person or persons as they or he should think fit, and for such price or prices as to them or him should seem reasonable, with liberty for them or him to consent to the abandonment or to any alteration in the terms and conditions of any contract or contracts which should be entered into for the sale of the said hereditaments and premises, without being answerable for any loss which might arise thereby; and that all monies to arise and be produced by the sale of the said hereditaments and premises, or any part or parts thereof, should be payable and paid when and as the same should respectively become due unto the said Superintendent General of Indian Affairs or other officer to be by the Governor General for the time being, as aforesaid, appointed in that behalf, whose receipt alone should be a good and sufficient discharge to the purchaser or purchasers of the said hereditaments and premises, or any part or parts thereof, or for so much of the said monies as in such receipt or receipts should be expressed or acknowledged to be or to have been received; and upon the production of the said receipt or receipts it should and might be lawful to and for the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or the survivors or survivor of them, or the heirs or assigns of such survivor, to enter into, make and execute all such deeds, conveyances and assurances as to them or him should seem reasonable.

And whereas the system under which the lands set apart within this Province for the benefit of the various Indian tribes have been vested in trustees, as above described, has been found to be attended with inconvenience, and it has consequently been determined to require all lands so circumstanced to be re-invested in Her Majesty Queen Victoria, Her heirs and successors, with a view, nevertheless, to the more perfect accomplishment of the object of the original grants.

And whereas the Indian Department have requested the grantors herein named to convey to Her Majesty the parcel of land herein described and hereby intended to be conveyed, with the objects, nevertheless, and for the purposes hereinbefore stated, and the said trustees have consented thereto: Now these presents witness, that in consideration of the premises, and also in further consideration of the sum of five shillings of lawful money of the said Province to the said George Vardon, Thomas G. Anderson and Joseph B. Clench, on behalf of Her said Majesty in hand paid, the receipt whereof the said George Vardon, Thomas G. Anderson and Joseph B. Clench do and each of them doth hereby acknowledge, they the said George Vardon, Thomas G. Anderson and Joseph B. Clench have and each of them hath granted, conveyed, released, enfeoffed, surrendered and confirmed, and by these do and each of them doth grant, convey, release, enfeoff, surrender and confirm unto Her Majesty Queen Victoria, Her heirs and successors forever, all and singular those certain parcels or tracts of land and premises hereinbefore specially described. To have and to hold the said lands and premises, with all and every the appendages and appurtenances unto Her said Majesty Queen Victoria, Her heirs and successors, to the use of Her said Majesty, Her heirs and successors forever, in as full and ample manner to all intents and purposes as they the said George Vardon, Thomas G. Anderson and Joseph B. Clench can or may by law, or otherwise grant, convey, release, enfeoff, surrender and confirm the same, together with the said Letters Patent, but with a sole view, nevertheless, to the benefit of the aforesaid Indians and for the purpose of disposing of the said lands more conveniently and carrying out the objects in the said Letters Patent hereinbefore recited more particularly stated and set forth.

IN WITNESS WHEREOF, we, the said George Vardon, Thomas G. Anderson and Joseph B. Clench have hereunto set our hand and seals at Toronto, this eighth day of November, in the year of Our Lord one thousand eight hundred and fifty, and in the fourteenth year of Her Majesty's reign.

Signed, sealed and delivered in the
presence of: }

S. Y. CHESLEY,
WM. R. BARTLETT.

GEORGE VARDON, [L.S.]
T. G. ANDERSON, *S.I.A.*, [L.S.]
J. B. CLENCH, *S.I.A.* [L.S.]

Signed, sealed and delivered by the
within named George Vardon in
the presence of: }

D. C. NAPIER,
IGNACE GIASSON.

Received on the day of the date above mentioned, from and on the part of Her Majesty the Queen, the sum of five shillings of lawful money of the Province of Canada, being the full consideration money mentioned in the within deed of conveyance, to be paid on the part of Her said Majesty to us, for and on the part and behalf of the Six Nations residing on the District or Territory of Tyendinaga, in the District of Victoria, in the Province of Canada.

Witness hereto:

S. Y. CHESLEY,
WM. R. BARTLETT.

GEORGE VARDON, [L.S.]
T. G. ANDERSON, *S.I.A.*, [L.S.]
J. B. CLENCH, *S.I.A.* [L.S.]

Witness to signature of said George
Vardon:

D. C. NAPIER.
IGNACE GIASSON.

UPPER CANADA. }
To Wit: }

I certify that this is the identical deed poll produced before me, and referred to in an affidavit of the execution of the same, and of a memorial thereof made before me this day by S. Y. Chesley.

Witness my hand this 19th day of September, 1857.

P. M. VANKOUGHNET,
Commissioner, &c.

LOWER CANADA. }
To Wit: }

I certify that this is the identical deed poll produced before me, and referred to in an affidavit of the execution of the same, made before me this day by D. C. Napier.

Witness my hand this eighth day of November, 1851.

I. R. ROLLAND,
J.B.U.

COUNTY OF HASTINGS. }
To Wit: }

I hereby certify that a memorial of the within Indenture is, this 29th day of November, A.D. 1851, entered and registered in this office, at the hour of one o'clock, p.m., in Book A. for the Township of Tyendinaga, pages 220 and 221; memorial of township record, 206; general number, 2747.

E. H. BENJAMIN,
Dy. Reg'r., County of Hastings.

Recorded 16th December, 1851. Lib. C. S., Folio 41.

THOMAS AMIOT,
Dy. Reg'r. of the Province.

No. 684.

To all to whom these presents shall come :

Reynold Rogers, of Tuscarora, in the Gore District and Province of Canada, yeoman; and Benjamin Rogers, of Townsend, in the Talbot District, in the Province of Canada, yeoman, send greeting :

Whereas the Indian Department in and for the Province of Canada have been in treaty with the said Reynold Rogers and Benjamin Rogers for the transfer and surrender to Her Majesty, Queen Victoria, in trust for the Six Nations Indians, of the mills, water privileges, buildings and improvements of the said Reynold Rogers and Benjamin Rogers, situated in the Townships of Townsend and Tuscarora, on and near to the line between the said townships, and also of their interest in the lands connected therewith, and on which the same are situate, being lots numbers twenty-two and twenty-one, and part of lot number twenty, in the second concession of the Township of Townsend, in the District of Talbot, in said Province, and the south halves of lots numbers twenty-eight and twenty-nine, in the Township of Tuscarora, in the Gore District, in the said Province, which transfer and surrender the said Reynold Rogers and Benjamin Rogers have agreed to make; and whereas a reference was made by and on behalf of the said Indian Department, and said Reynold Rogers and Benjamin Rogers, to John Jackson, Thomas Pierre and William Walker, to decide what amount should be paid to said Reynold Rogers and Benjamin Rogers for said transfer and surrender, and they have since decided and awarded that the sum of nine hundred and six pounds and ten shillings be paid and allowed for and in respect of the said lands and improvements in Townsend; and the further sum of four hundred and eighty-six pounds and ten shillings for and in respect of the said lands and improvements in Tuscarora aforesaid. And whereas the said Reynold Rogers and Benjamin Rogers have by deed bearing even date herewith already surrendered and yielded up to Her said Majesty, Her heirs and successors, in trust for the Six Nations Indians, all their right and title in said lots numbers twenty-one and twenty-two in said second concession of Townsend aforesaid, and the mills, buildings and improvements thereon, the consideration in which said last mentioned deed is stated to be eight hundred pounds, and which is hereby declared to be part and parcel of the said sum of nine hundred and six pounds and ten shillings awarded to be paid for the surrender of all the said lands and premises, with the improvements, in Townsend aforesaid.

NOW THESE PRESENTS WITNESS, that the said Reynold Rogers and Benjamin Rogers for and in consideration of the said sum of nine hundred and six pounds and ten shillings (and which said sum also embraces and includes the consideration for the said last mentioned surrender, as before stated), and in pursuance of the said agreement, which said sum of nine hundred and six pounds and ten shillings is now in hand paid to the said Reynold Rogers and Benjamin Rogers by and on behalf of Her said Majesty, and the receipt whereof they, the said Reynold Rogers and Benjamin Rogers, and each of them, do hereby acknowledge, have granted, bargained, sold, conveyed, released, enfeoffed, surrendered, yielded up and confirmed, and by these do and each of them doth grant, bargain, sell, convey, release, enfeoff, surrender, yield up and confirm unto Her said Majesty Queen Victoria, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Townsend, in the County of Norfolk, in the District of Talbot and Province of Canada, containing by estimation twelve acres of land, be the same more or less, being composed of a central part of the north half of lot number twenty in the second concession of the Township of Townsend aforesaid, which said parcel of land is bounded as follows, that is to say: Commencing where the easterly side of said lot would intersect the northerly edge of the waters of the mill pond upon said half lot, allowing the waters of said mill pond to be raised to the height of twelve feet above the natural level of the waters of Malcolm's Creek, below the mills now or lately owned or occupied by said Reynold Rogers and Benjamin Rogers; thence south fifteen degrees and forty minutes east seven chains, or be the distance more or less, to the southerly edge of the

waters of said mill pond, allowing the same to be raised to the height before mentioned; thence bounding on the southerly edge of the waters of said mill pond, allowing the same to be raised to the height before mentioned, the several windings and turnings thereof in a north-westerly direction, be the distance more or less, to the westerly side line of said lot; thence north fifteen degrees and forty minutes west, be the distance more or less, to the northerly edge of the waters of said mill pond, allowing said waters to be raised to the height before mentioned; and thence bounding on the northerly edge of the waters of said mill pond, allowing the same to be raised to the before mentioned height in a south-easterly direction, the various turnings thereof, be the distance more or less, to the place of beginning. Together with all houses, outhouses, waters, ways, water-courses, buildings and other improvements thereon, erected, lying and being, and all and singular the privileges and appurtenances thereunto belonging or appertaining, and all the estate, right, title, interest, claim, property and demand whatsoever of them, the said Reynold Rogers and Benjamin Rogers, and each of them, of, in, to and out of the same. To have and to hold the same to Her said Majesty, Her heirs and successors forever, to Her and their use and benefit, but in trust nevertheless for the Six Nations Indians, and subject also to the reservations contained in the deed of conveyance of the said parcel or tract of land from one Matthias Woodley to them the said Reynold Rogers and Benjamin Rogers.

And these presents further witness, that the said Reynold Rogers and Benjamin Rogers, for and in consideration of the said sum of four hundred and eighty-six pounds and ten shillings to them in hand paid by and on behalf of Her said Majesty, the receipt whereof they and each of them do hereby acknowledge, have granted, bargained, sold, conveyed, released, surrendered, yielded up and confirmed, and by these presents do and each of them doth grant, bargain, sell, convey, release, surrender and yield up and confirm unto Her said Majesty Queen Victoria, Her heirs and successors, forever all the right, title, interest, claim, property and demand whatsoever, both at law and in equity, of them and each of them, the said Reynold Rogers and Benjamin Rogers, of, in, to and out of all and singular those certain parcels or tracts of land and premises situate and being in the Township of Tuscarora, in the Gore District in the Province aforesaid, being composed of the south halves of lots numbers twenty-eight and twenty-nine in the first concession of the said Township of Tuscarora; and also of, in, to and out of all and singular all ponds, reservoirs, dams, woods, ways, waters and water-courses, and all clearings, mills, houses, outhouses and other buildings, and all other improvements whatsoever thereon erected, lying and being, and all privileges and appurtenances, thereunto belonging or appertaining, and the rents, issues and profits thereof. To have and to hold the same to Her said Majesty Queen Victoria, Her heirs and successors forever, to Her and their sole use forever, but in trust nevertheless for the Six Nations Indians.

And whereas some of the mills, dams, buildings and other the premises and improvements intended to be surrendered and yielded up, and for which the said sums of money above specified are paid, may be situated in part upon the town line allowance for road or common between the said Townships of Townsend and Tuscarora, but it was and is nevertheless understood and agreed that they are to be included in this assignment and surrender. Now these presents further witness, that the said Reynold Rogers and Benjamin Rogers, for and in consideration of the said sums of money above specified, and of the further sum of five shillings to them in hand paid by and on behalf of Her said Majesty and the receipt whereof they and each of them do hereby acknowledge, have granted, bargained, sold, conveyed, released, surrendered, yielded up and confirmed, and by these presents do and each of them doth grant, bargain, sell, convey, release, surrender, yield up and confirm unto Her said Majesty, Her heirs and successors, all the right, title, interest, claim, property and demand whatsoever, both at law and in equity, of them the said Reynold Rogers and Benjamin Rogers, and each of them, of, in, to and out of all and singular the said town line allowance for road common, a parcel of land lying and being between the said Townships of Townsend and Tuscarora, and also of, in, to and out of all and singular all ponds, reservoirs, dams, woods, ways, waters and watercourses, and all clearings, mills, houses, outhouses and all

other buildings and improvements whatsoever thereon erected, lying or being and all privileges and appurtenances thereunto belonging or appertaining, and the rents, issues and profits thereof. To have and to hold the same to Her said Majesty Queen Victoria, Her heirs and successors, to Her and their sole use forever, but in trust nevertheless for the said Six Nations Indians. And the said Reynold Rogers and Benjamin Rogers do hereby, for the consideration aforesaid and in consideration of the further sum of five shillings to them in hand paid by and on behalf of Her said Majesty, the receipt whereof is hereby acknowledged, assign, transfer and set over to Her said Majesty Queen Victoria, Her heirs and successors forever, in trust as aforesaid, all the rights, privileges and powers of raising the water in the stream or creek, streams or creeks, supplying the said mills, and of overflowing lands adjacent thereto in the said Townships of Townsend and Tuscarora, which they, the said Reynold Rogers and Benjamin Rogers, or either of them, now have or possess, and in as full and ample a manner as they or either of them now lawfully or rightfully may or might or could exercise or enjoy the same.

And the said Reynold Rogers and Benjamin Rogers do hereby, for themselves and their heirs, executors and administrators, covenant and agree to and with Her said Majesty, Her heirs and successors, in manner following, that is to say; that for and notwithstanding any act, deed, matter or thing by them or their ancestors made done or committed, or knowingly suffered to be done or committed, they are now seized in fee simple of the said parcel or tract of land in Townsend hereinbefore mentioned and described, as containing twelve acres more or less, and have good right and lawful authority to convey and surrender the same as aforesaid, subject however to the reservations hereinbefore mentioned and referred to, and also that they have not nor hath either of them at any time heretofore done or committed or knowingly suffered to be done or committed any act, deed, matter or thing whereby or by means or reason whereof any right, title, interest, claim, privilege, property or demand whatsoever, either at law or in equity, which they or either of them at any time heretofore had, held, possessed or enjoyed, of, in, to or out of the said parcel of land in Townsend last mentioned, or the said south halves of lots numbers twenty-eight and twenty-nine in the first concession of Tuscarora aforesaid, or of in, to, or out of the said town line allowance for road, common or parcel of land between said townships and hereinbefore mentioned, or either of them, or any part thereof, or of, in, to or out of any ponds, reservoirs, dams, woods, ways, waters, water courses, clearings, mills, houses or other buildings or improvements whatsoever now thereon erected or being, or any privileges or appurtenances thereunto belonging or appertaining, hath been or at any time hereafter may or can be sold, assigned, transferred, charged, changed, incumbered or defeated. And also, that they, the said Reynold Rogers and Benjamin Rogers, and each of them, and all persons and tenants holding of, from, by or under them, or either of them, shall and will at and immediately after the execution of these presents quietly yield and surrender up possession to Her said Majesty, Her heirs or successors, or to Her or their authorized agent in this behalf, of all and singular the said parcels or tracts of land and premises and each and every of them, hereinbefore mentioned, and of all ponds, reservoirs, dams, woods, ways, waters, watercourses, clearings, mills, houses, outhouses and other buildings and improvements whatsoever, erected, situate, or being thereon, and all privileges and appurtenances thereunto belonging or appertaining in their or any of their custody, holding or possession. And lastly, that they the said Reynold Rogers and Benjamin Rogers, and each of them, and all persons claiming under them or either of them, shall and will at the reasonable request and at the proper cost and charges of Her Majesty's Attorney General, or the Attorney General for the time being for Upper Canada, make, do and execute all further acts, deeds, conveyances and assurances in the law whatsoever for the further, better and more perfect assigning, surrendering and yielding up and conveying to Her said Majesty, Her heirs and successors, of the said lands and other the premises, mills and improvements hereby assigned, surrendered and yielded up, according to the true in-

tent of these presents, as by the said Attorney General for the time being shall be reasonably advised or required.

IN WITNESS WHEREOF, the said Reynold Rogers and Benjamin Rogers have hereunto set their hands and seals the tenth day of August, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed, sealed and delivered in	REYNOLD ROGERS,	[L.S.]
presence of }	BENJAMIN ROGERS.	[L.S.]
JOHN JACKSON,		
JOHN CARLOUGH,		

Received on the day and year within mentioned the sum of nine hundred and six pounds and ten shillings, and the sum of four hundred and eighty-six pounds and ten shillings, being the respective sums within mentioned to be paid by and on behalf of Her Majesty Queen Victoria to us; also the two within mentioned sums of five shillings each, also stated within as paid to us.

Witnesses present:

JOHN JACKSON,
JOHN CARLOUGH.

REYNOLD ROGERS.
BENJAMIN ROGERS.

UNITED COUNTIES OF
WENTWORTH AND HALTON, }
To Wit:

John Jackson, Esqr., maketh oath and saith that he was personally present on the day mentioned in the prefixed deed of surrender, being the tenth day of August, one thousand eight hundred and forty-nine, and did see therein named Reynold Rogers and Benjamin Rogers sign, seal and duly execute the same, and to which instrument heponent is a subscribing witness, and was executed at Tuscarora the day it bears date.

JOHN JACKSON.

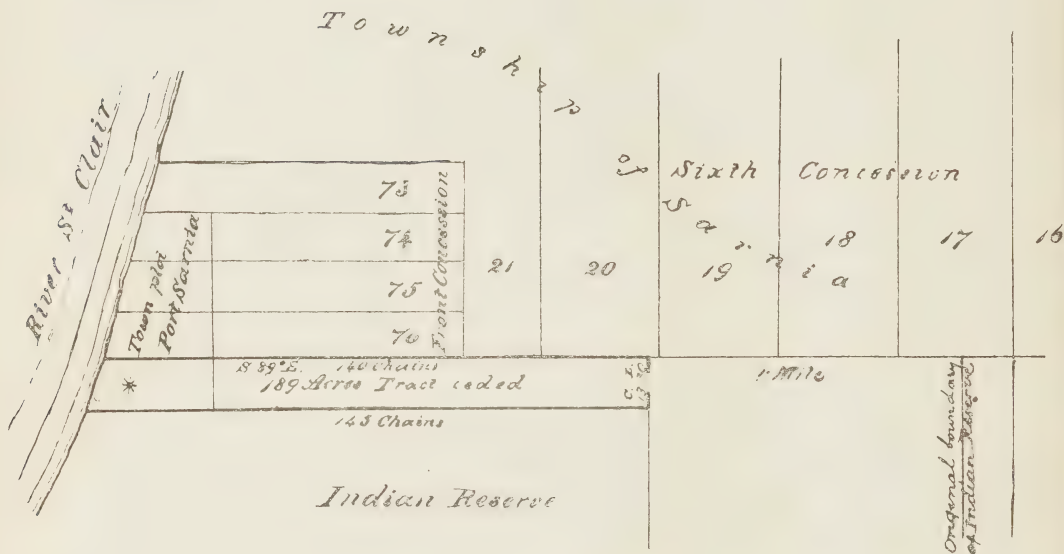
Sworn before me at New Port, in the }
Township of Brantford, this 13th }
day of November, 1850.

DAVID THORBURN, J.P.

No. 68 $\frac{1}{2}$.

KNOW ALL MEN BY THESE PRESENTS, that we, Joshua Wawanosh, David Wawanosh, Chiefs, and Henry P. Chase, Interpreter, to and for the Chippewa Tribe of Indians residing at Port Sarnia, in Western Canada, being duly authorized by the Chiefs in full Council assembled to proceed to Quebec as a deputation for the purpose of entering into an agreement with the Government for the surrender of a portion of their reserved lands adjoining the said town to Her Majesty the Queen, to be sold for their benefit, do hereby in the name and behalf of the said tribe and nation of Indians, as well as in our own behalf and that of our posterity, remise, release, convey, surrender and forever quit claim unto Her Majesty Queen Victoria, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being at the north-west extremity of their reserve, on the River St. Clair, adjoining the said town plot of Port Sarnia, being composed of the two lots now in the occupation of the Chiefs Salt and David Wawanosh, and being butted and bounded as follows, viz., on the west by the River St. Clair, on the north by the present town plot of Port Sarnia, on the east by a line produced by a continuation of the rear or easterly boundary of the present town plot of Sarnia, and on the south by the possessions of Joshua Wawanosh, containing about eighty acres of land, be the same more or less. To have and to hold the same, with all and singular its appurtenances, unto Her said Majesty, Her heirs and assigns forever, for the purpose of being laid out into town lots and sold to the best advantage for the benefit of the said Chippewa Indians and their posterity.





Scale of Chains



* Required for Town 40 Acres.

Sketch of the Tract of Land ceded by the Indians

Signed of the St Clair Reserve on the 25th day of August 1852.

Wm. French
Supt. Conf. L. A.

Signed *Alexander Vidar*
Prov't Land Surveyor.



IN TESTIMONY WHEREOF, the parties hereinbefore named, on their own behalf and that of the tribe they represent, have hereunto affixed their totems and seals at the office of the Indian Department at Quebec, this 28th day of July, 1852.

Read, explained, signed, sealed and	}	JOSHUA WAWANOSH (totem),	[L.S.]
delivered in the presence of		DAVID WAWANOSH (totem),	[L.S.]
S. Y. CHESLEY,		HENRY P. CHASE, <i>I.I.D.</i>	[L.S.]
MICHAEL TURNOR.			

No. 69.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chiefs, Joshua Waywanosh, James Meshebesance, Andrew Negeshick, Johnson Wappegass, William Pommosang, David Waywanosh and Peter Salt, on their own behalf and for and with the consent of the Warriors whom they represent, being the Chippewas of the Upper Reserve on the River St. Clair, in the County of Lambton, Canada West, now in full Council assembled, for and in consideration of the advantages, benefits and anticipated profits to arise from the sale of a portion of their reserved land, as hereinafter expressed, do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, that piece, parcel or tract of land and premises, being a portion of our reserve in the Township of Sarnia, in the County of Lambton and Province of Canada, adjoining the town of Port Sarnia, containing by admeasurement one hundred and eighty-nine acres, be the same more or less, and which may be otherwise known as follows: Commencing at the north-west corner of the said reserve, at the intersection of its northern boundary (as laid down on the diagram hereunto annexed) with the water's edge of the River St. Clair and adjoining lot number seventy-six in the front concession of the said Township of Sarnia; thence south eighty-nine degrees east along the said northern boundary of the reserve one hundred and forty chains, more or less, to the present eastern boundary of the reserve; thence south one degree west along the said eastern boundary thirteen chains and thirty-two links; thence parallel to the northern boundary north eighty-nine degrees west one hundred and forty-five chains, more or less, to the River St. Clair; thence northward along the River St. Clair to the place of beginning, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To have and to hold the said piece or parcel of land as hereinbefore described unto Her said Most Gracious Majesty, Her heirs and successors forever, to the intent and purpose that the said land be laid out into town and park lots and sold to the best advantage for the benefit of the said Chippewa Indians and their posterity, in such manner and form as Her said Majesty, Her heirs and successors, shall be graciously pleased to order and direct.

IN TESTIMONY WHEREOF, the parties hereinbefore named, on their own behalf and that of the tribe which they represent, have hereunto affixed their names and seals at Port Sarnia, Canada West, the twenty-fifth day of August, in the year of Our Lord one thousand eight hundred and fifty-two, and sixteenth year of Her Majesty's reign.

Signed, sealed and delivered in the presence of (being first read and explained):	}	his		
		JOSHUA (totem) WAWANOSH,	[L.S.]	
		mark <i>Head Chief.</i>		
J. B. CLENCH,		his		
<i>Supt. and Comr. Indian Affairs.</i>		JAMES (totem) MISHEBISHEE, <i>Chief.</i>	[L.S.]	
H. P. CHASE, <i>I.I.D.</i>		mark		
W. D. PALEY, <i>Sheriff.</i>	}	his		
		JOHNSTON (totem) WAPUGASS, <i>Chief.</i>	[L.S.]	
		mark		
		his		
		WILLIAM (totem) POMOSSONG, <i>Chief.</i>	[L.S.]	
		mark		

DAVID WAWANOSH, *Chief.* [L.S.]
his
PETER (totem) SALT, *Chief.* [L.S.]
mark
his
ANDREW (totem) NAGISHIZK, *Chief.* [L.S.]
mark

UNITED COUNTIES OF }
ESSEX AND HAMILTON. }

Henry P. Chase, of Port Sarnia, in the united counties aforesaid, Interpreter, maketh oath and saith that he is a subscribing witness to the preceding deed of surrender, and that the same was duly signed, sealed and delivered in his presence.

H. P. CHASE, *I.I.D.*

Sworn before me at Port Sarnia, }
the 25th day of August, 1852. }
ARCH. YOUNG, *J.P.*

EXTRACT from a report of a Committee of the Honourable the Executive Council on Land Applications, dated 6th September, 1852, approved by His Excellency the Governor General in Council on the same day.

On the letter, dated 1st instant, of the Superintendent General of Indian Affairs, transmitting a deed of surrender from the Chippewa Indians of Port Sarnia to Her Majesty the Queen of a portion of their reserve adjoining the town plot, for the purpose of the trust being accepted, and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registry.

The Committee recommend that the surrender be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registry.

Certified.

WM. H. LEE,
Actg. C. E. C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

Recorded 21st September, 1852, in Lib. C.S., Folio 62.

THOS. AMIOT,
Deputy Registrar.

No. 70.

This INDENTURE, made the third day of December, in the year of Our Lord one thousand eight hundred and fifty-two, between Joseph Augustus Woodruff, of the Town of Niagara, in the County of Lincoln and Province of Canada, Esquire, and Julia, his wife, of the first part; Warren Claus, of the same place, Esquire, of the second part; Catherine Ann Margaret Lyons, of the same town, widow, of the third part; Walter Hamilton Dickson, of the same town, Esquire, and Augusta Maria, his wife, of the fourth part; William Stewart, of the Township of Oneida, in the County of Haldimand and Province aforesaid, gentleman, and Catherine Claus, his wife of the fifth part; John Bernard Geale, of the said Town of Niagara, a Lieutenant in the Regiment of the Royal Canadian Rifles, and Caroline, his wife, of the sixth part; and Her Most Gracious Majesty Queen Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the seventh part.

Whereas the Honourable William Claus, sometime since of the Town of Niagara, aforesaid, Esquire, deceased, was, in his lifetime, and at the time of his decease, seized to him and his heirs in fee simple in possession of and in the tracts or parcels of land, and hereditaments firstly and secondly hereinafter described, and hereby surrendered and released or intended to be, and being so seized, he departed this

life on or about the eleventh day of November, in the year of Our Lord one thousand eight hundred and twenty six, leaving John Johnson Claus, of Niagara, aforesaid, Esquire, his eldest son and heir-at-law. And whereas, the said William Claus, at and previous to his decease, held the office of Deputy Superintendent of Indian Affairs, and was also trustee of the Six Nations Indians, and the said John Johnson Claus, after his decease, succeeded to the said office of his said father as trustee, and the said William Claus in the capacity of Deputy Superintendent or trustee, and the said John Johnson Claus in the capacity of trustee as it is alleged, severally became indebted to His Majesty King George the Fourth in right of His Crown as trustee on behalf of the Six Nations Indians in large sums of money, and the said John Johnson Claus being desirous to satisfy and discharge the said debt, the said John Johnson Claus and Catherine Claus, deceased, the mother of the said John Johnson Claus, and widow of the said William Claus, agreed and determined to convey and assure unto certain trustees on behalf of the said Six Nations Indians, not only the tracts or parcels of land and hereditaments firstly hereinafter described and hereby surrendered and released, or intended so to be, with their appurtenances, but also certain other lands and hereditaments, secondly and thirdly hereinafter described and hereby surrendered and released, or intended so to be, situate in the Township of East Hawkesbury, in the County of Prescott, respectively, belonging to the said Catherine Claus, and as it was then supposed and believed to him the said John Johnson Claus as such heir-at-law as aforesaid.

And whereas, in pursuance and part performance of the said determination and in order to carry the same into effect, by a certain indenture of bargain and sale, bearing date on or about the sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, and made or expressed to be made between the said John Johnson Claus, therein described as eldest surviving son and heir-at-law of the said William Claus of the one part, and the Honourable James Baby, since deceased, the Honourable John Henry Dunn and the Honourable George Herchmer Markland therein respectively described, of the other part it is witnessed, that the said John Johnson Claus, for the nominal consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all that parcel or tract of land and hereditaments, situate, lying and being in the Township of Innisfil, in the County of Simcoe, containing by admeasurement nine hundred acres, more or less, being the lands and hereditaments therein and firstly hereinafter described, and hereby surrendered and released, or intended so to be, with their and every of their appurtenances, to hold the said parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns.

And whereas, in pursuance and further performance of the said determination, and in order to carry the same into effect by a certain other indenture of bargain and sale also bearing date on or about the said sixth day of June, in the said year one thousand eight hundred and thirty-one, and made or expressed to be made between the said John Johnson Claus therein also described as eldest son and heir-at-law of the said William Claus, as aforesaid, of the one part, and the said James Baby, John Henry Dunn and George Herchmer Markland of the other part, it is witnessed that the said John Johnson Claus for the nominal consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all that the parcel of land and hereditaments situate, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the then Ottawa District, containing by admeasurement two thousand and eight hundred acres of land, being the lands and hereditaments therein and secondly thereinafter described, and hereby released or intended to be, with their and every of their appurtenances,

to hold the same parcel or tract of land with all and singular the hereditaments and appurtenances thereto belonging unto the said James Baby, John Henry Dunn and George Herchmer Markland, and their executors, administrators and assigns.

And whereas, in pursuance and further performance of the said determination, and in order to carry the same into effect by a certain other indenture of bargain and sale bearing date on or about the sixth day of June, in the said year one thousand eight hundred and thirty-one, and made or expressed to be made between the said Catherine Claus therein described as the widow of the said William Claus of the one part, and the said James Baby, John Henry Dunn and George Herchmer Markland of the other part, it is witnessed that the said Catherine Claus, for the nominal consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all that parcel or tract of land and hereditaments situate, lying and being in the Township of Hawkesbury (Eastern Division), containing by admeasurement twelve hundred acres of land, more or less, being the land therein and thirdly hereinafter described and hereby surrendered and released, or intended so to be, with their and every of their appurtenances, to hold the said parcel or tract of land with all and singular the hereditaments and appurtenances thereto belonging unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, and in each of the said three several hereinbefore in part recited indentures was contained a declaration by the said James Baby, John Henry Dunn and George Herchmer Markland, that the said lands and hereditaments therein respectively comprised were respectively conveyed to them in trust, for the sole use, benefit and behoof of the Six Nations Indians, settled by the authority of His then late Majesty King George the Third upon the Ouse or Grand River, in the said then Province of Upper Canada, and their posterity forever.

And that all sums of money and the interest arising from the absolute sale or disposal of the said parcels or tracts of land in the same indentures respectively described, or of any part thereof respectively, or from the rents or profits of the same respectively, or any part thereof respectively, which should come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said respective parcels or tracts of land made by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of the said several indentures, should be and the same were thereby respectively declared to be by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid to and for the sole use and benefit of the said Six Nations Indians, and their posterity forever.

And whereas, by a certain other indenture bearing date on or about the third day of June, in the year of Our Lord one thousand eight hundred and forty-four, and made or expressed to be made between the said John Henry Dunn and George Herchmer Markland of the first part, and Her said Majesty Queen Victoria of the second part, after reciting the said three several hereinbefore in part recited indentures as or to the purport and effect herein before recited, and reciting the death of the said James Baby, and that it was expedient that the said estate should be vested in the Crown for the more convenient administration of the trusts in the thereinbefore mentioned indentures declared, it is witnessed that the said John Henry Dunn and George Herchmer Markland, for the nominal consideration therein mentioned, did grant, surrender, yield up, release and convey unto Her said Most Excellent Majesty Queen Victoria, and to Her heirs and successors, all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, which they, the said John Henry Dunn and George Herchmer Markland, then had by virtue of the said several hereinbefore in part recited indentures of bargain and sale, of, in, to and out of the said lands and hereditaments in the said several hereinbefore in part recited indentures, and firstly, secondly, and thirdly, thereafter described and

hereby released or surrendered or intended so to be, with their and every of their appurtenances, to hold the same with their appurtenances unto Her said Majesty Queen Victoria, Her heirs and successors forever, in trust nevertheless for the sole use, benefit and behoof of the Indians known as the Six Nations Indians settled upon the Ouse or Grand River aforesaid, and their posterity forever, and to apply the monies arising from the sale or demise of the said parcels of land or any part thereof, or the rents, issues and profits of the same, or any part thereof, to the sole and only use, benefit and behoof of the said Six Nations Indians settled upon the Ouse or Grand River, and their posterity forever.

And whereas by a certain deed poll or instrument in writing bearing date on or about the third day of August, one thousand eight hundred and twenty-six, under the hands and seals of divers of the Sachems and chief warriors of the Six Nations Indians inhabiting the lands situate on the Grand or River Ouse, in the County of Haldimand, in the then Province of Upper Canada, after reciting that His then late Majesty King George the Third did, by a certain instrument bearing date the twenty-fifth day of October, in the year one thousand seven hundred and eighty-four, under the hand and seal of Sir Frederick Haldimand, then Governor of Quebec, allot and grant unto them the said Sachems and chief warriors of the said Six Nations Indians on the banks of the said river running into Lake Erie six miles deep each side of the said river, beginning at Lake Erie and extending in that proportion to the head of the said river; and that the said William Claus had been for the then last thirty years their trustee, and had during all that time conducted and managed their affairs with great advantage to their interests, and made profitably available their money without any compensation from them, and that they, the said Sachems and chief warriors, willing to attribute such disinterested conduct to feelings which had characterized his ancestors, Sir William Johnson, and Sir John Johnson, towards their nations, besides his father, who served with them during the whole of the French war, as well as that of the Rebellion, and who together with himself had resided with and amongst them, and guarded their interests with parental solicitude, wherefore they, the said Sachems and chief warriors, had that day in a general council of their nations taken into consideration the long, arduous and faithful services of their said trustee, and to pay and satisfy his just claims upon them and as the most convenient to themselves, and in manifestation of their esteem and gratitude for the services of him and his ancestors, who had always shown themselves their steady friends and best advisers, unanimously determined to surrender to His then Majesty King George the Fourth to and for the use of the said William Claus, his heirs and assigns forever, the tracts and country therein described in order that the same might be confirmed to the said William Claus, his heirs and assigns, by Letters Patent under the Great Seal of the said Province.

It is witnessed, that for the said several good causes and weighty considerations of claim of the said William Claus upon them, they, the said Sachems and chief warriors, did surrender, relinquish and yield unto His said Majesty, His heirs and successors, all that tract or parcel of land situate, lying and being on the south side of the river, and within the limits of their said in part recited grant in the County of Haldimand, in the then District of Niagara, and Province of Upper Canada, containing by admeasurement fifteen thousand three hundred and sixty acres, more or less, being the lands and hereditaments therein and fourthly hereinafter described and hereby surrendered and released, or intended so to be, with their appurtenances, for the express purpose and to the intent that the same and every part thereof might be confirmed by Letters Patent from His then Majesty to the said William Claus, his heirs and assigns forever.

And whereas, some time after the decease of the said William Claus, and subsequently to the execution of the said several hereinbefore in part recited indentures of the sixth day of June, one thousand eight hundred and thirty-one, the sixth day of June, one thousand eight hundred and thirty-one, and the sixth day of June, one thousand eight hundred and thirty-one, it was found and discovered by the said trustees on behalf of the said Six Nations Indians that he had duly made and published his

last will and testament, in writing, duly executed and attested for the devise of lands of inheritance, and bearing date on or about the thirteenth day of July, in the year one thousand eight hundred and twenty-six, and after certain devises and bequests therein contained, not affecting the lands and hereditaments hereinafter described and hereby surrendered and released or intended so to be, and amongst other devises, the devise of certain lots of land to his grandchildren, Catherine Claus Geale, now the said Catherine Claus Stewart, Augusta Maria Geale, now the said Augusta Maria Dickson, Julia Marianne Geale, since deceased, and the said John Bernard Geale, had thereby given and devised all the rest and residue of his real as well as personal estate, which he might die seized of or possessed of in reversion, remainder or contingency unto his wife, Catherine, in trust to sell or dispose of all or any part or parcel thereof for the payment of his debts, and to use and enjoy in such a manner as in her prudence and discretion would be most conducive to her own comfort and that of her children and grandchildren during the term of her natural life, and at her decease the said testator willed, devised and bequeathed all or any such real or personal property as might remain undisposed of to each of his sons, the said John Johnson Claus and Warren Claus, and each of his daughters, Catherine Ann Margaret Geale (now the said Catherine Ann Margaret Lyons), and Julia Caroline, and their respective heirs and assigns, to be equally divided among them, share and share alike, and to take the same as tenants in common; and in the event of his wife surviving his said daughter Catherine, or if the said Warren Claus or Julia Caroline Claus, or either of them, should die before their mother, unmarried and without issue, then the said testator willed and devised such portion of his real or personal estate as all or either of his said children would have been entitled to under his said will unto his grandchildren, the son and daughter of his said daughter Catherine Geale in his said will named, or such as might be living at the decease of his wife, to take and hold the same to them and their respective heirs and assigns as tenants in common.

And whereas the said William Claus, by a codicil to his said will duly executed and attested as aforesaid, and bearing date on or about the ninth day of September in the said year one thousand eight hundred and twenty-six, after reciting therein that the said Principal Chiefs of the Six Nations Indians residing upon the lands appropriated to their use upon the Grand River, in the County of Haldimand, had by a solemn act in their council resolved to grant to him and his heirs and assigns fifteen thousand acres of land, being part of the land so reserved to their use, and had by their deed executed in the usual form granted the same to him, the said testator, by yielding and surrendering up the same to His then Majesty for the purpose of being regranted to him, the said testator, by His then Majesty, under the Great Seal of the Province in fee simple, he, the said testator, did thereby give and devise the said parcel or tract of land to the same persons, his beloved wife and children, to whom he had devised all the rest and residue of his real estate in his will, and thereunto annexed for the same uses and purposes and limitations to them, their heirs and assigns, as therein mentioned, as tenants in common.

And whereas the said testator departed this life on or about the eleventh day of November, in the year one thousand eight hundred and twenty-six, without having altered or revoked his said will, save as appears by the said codicil and without having altered or revoked the said codicil; and whereas the said Julia Caroline Claus departed this life on or about the eleventh day of February, in the year one thousand eight hundred and twenty-seven, unmarried and without issue, leaving the said Caroline Claus, her mother, her surviving; and the said Julia Marianne Geale departed this life on or about the sixteenth day of March, one thousand eight hundred and thirty-six, unmarried, and also leaving the said Catherine Claus, her grandmother, her surviving; and whereas the said Catherine Claus duly made and published her last will and testament in writing duly executed and attested for the devise of lands of inheritance, and bearing date on or about the seventh day of April, in the year one thousand eight hundred and forty, and did thereby will and devise unto her son, the said Warren Claus, his heirs and assigns for ever, as well all that

landed estate of which she might die seized or possessed of in the then Province of Lower Canada, therein particularly mentioned, as all other the landed estate of which she might die seized or possessed of, in reversion, remainder or contingency, and all other the personal property or estate in the then Province of Upper or Lower Canada, the said testatrix willed, devised and bequeathed unto her son, the said Warren Claus, to him, his heirs and assigns for ever, except such personal estate as was thereafter more particularly described; and whereas the said testatrix departed this life on or about the first day of September, in the year one thousand eight hundred and forty; and whereas no grant of the said lands and hereditaments comprised in the said hereinbefore in part recited deed poll or instrument in writing was ever made by His late Majesty King George the Fourth, or by His Royal Successor King William the Fourth, nor hath any such been made by Her present Majesty, either to the said William Claus or to any of the persons parties hereto claiming under the said hereinbefore in part recited will and codicil of the said William Claus; and whereas under or by virtue of the said hereinbefore in part recited will and codicil of the said William Claus and the said hereinbefore in part recited will and codicil of the said Catherine Claus and in consequence of the respective limitations in the said several hereinbefore in part recited indentures of the sixth day of June, one thousand eight hundred and thirty-one, the sixth day of June one thousand eight hundred and thirty-one, and the sixth day of June, one thousand eight hundred and thirty-one, of the said lands therein respectively comprised, having been severally to the use of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, instead of to the use of them, their heirs and assigns, it is apprehended not only that the said John Johnson Claus had no further or other right or interest in the said hereditaments firstly and secondly herein-after described and hereby surrendered or intended so to be than in one undivided fourth part thereof, but that under the several limitations aforesaid a life estate only as to the same hereditaments, and the said hereditaments thirdly hereinafter described and hereby surrendered or intended so to be, became vested in the said James Baby, John Henry Dunn and George Herchmer Markland and consequently that the estate and interest of Her Majesty, in the same hereditaments respectively under and by virtue of the said hereinbefore in part recited indenture or surrender and release of the third day of June, one thousand eight hundred and forty-four, became defective and curtailed to an estate therein for the lives of the said John Henry Dunn and George Herchmer Markland as such surviving trustees as aforesaid and the life of the survivor of them.

And whereas the said Catherine Ann Margaret Geale, prior to the decease of the said testator, became a widow, and she afterwards intermarried with and became the wife of John Lyons, who also departed this life, leaving the said Catherine Ann Margaret Lyons, his widow him surviving, and the daughters of the said Catherine Ann Margaret Lyons, that is to say, the said Augusta Maria, the wife of the said Walter Hamilton Dickson, and Catherine Claus, the wife of the said William Stewart, after the decease of the said testator respectively, intermarried with the said Walter Hamilton Dickson and William Stewart.

And whereas the said Warren Claus and Catherine Ann Margaret Lyons having severally claimed to be entitled to two undivided fourth parts, and the said William Stewart and Catherine his wife, and John Bernard Geale having severally claimed with the said Walter Hamilton Dickson and August Maria, his wife, to be entitled to one other undivided fourth part of the said lands and hereditaments firstly and secondly hereinafter described and hereby surrendered and released or intended so to be, agreed and determined to convey their respective rights and interests therein unto the said Walter Hamilton Dickson and Augusta Maria, his wife, and the said Walter Hamilton Dickson, respectively, in order to enable them more conveniently and at less expense to litigate their claims in respect of the same, and it was agreed that the said Walter Hamilton Dickson and Augusta Maria, his wife, and Walter Hamilton Dickson, should respectively stand seized and possessed of the said lands in trust for the said parties respectively and for their respective heirs and assigns, and accordingly by two several indentures, one thereof bearing date on or about the eighth day of May, in the year one thousand eight hundred and fifty-one, and made or expressed to be made between the said

William Stewart and Catherine Claus, his wife, of the first part, and the said Walter Hamilton Dickson and Augusta Maria, his wife, of the second part, and the other thereof bearing date on or about the seventh day of May in the same year, and made or expressed to be made between the said Catherine Ann Margaret Lyons and John Bernard Geale, of the first part, and the said Walter Hamilton Dickson and Augusta Maria, his wife, of the second part, the tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby released or surrendered or intended so to be, with their appurtenances, were duly conveyed and assured unto and to the use of the said Walter Hamilton Dickson and Augusta Maria, his wife, their heirs and assigns, and under and by virtue of a certain deed poll under the hand and seal of the said Warren Claus, and bearing date on or about the sixth day of December, in the year of Our Lord one thousand eight hundred and forty-seven, the right and interest of the said Warren Claus of and in the tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby surrendered and released, or intended so to be, became vested in the said Walter Hamilton Dickson, his heirs and assigns, and whereas some time in or about the month of May, in the year of Our Lord one thousand eight hundred and fifty-one, the said Walter Hamilton Dickson and Augusta Maria, his wife, commenced several actions at law in Her Majesty's Court of Queen's Bench at Toronto against the parties in possession of the said tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby surrendered and released or intended so to be, in order to recover possession of the same respectively, the particulars of which said actions are set forth in the schedule hereunder written or hereunto annexed, and in one of the said actions entitled John Doe, on the demise of the said Walter Hamilton Dickson and Augusta Maria his wife, against Henry Grose, judgment was recovered for three-fourths parts of lot number twenty-one in the fourth concession of the said Township of Innisfil but no judgment hath hitherto been entered in any other of the said actions.

And whereas by a certain indenture bearing date on or about the twenty-third day of March now last past, and made or expressed to be made between the said John Johnson Claus, by the name of John Claus, and the said Joseph Augustus Woodruff, for the considerations therein mentioned, the estate and interest of the said John Johnson Claus of and in the said lands and hereditaments firstly, secondly and fourthly hereinafter described and hereby surrendered and released or intended so to be became absolutely vested in the said Joseph Augustus Woodruff, his heirs and assigns; and whereas, in order to put an end to all future litigation as well in respect of the said tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby surrendered and released or otherwise assured or intended so to be as in respect of the lands and hereditaments in the same township late belonging to the said Catherine, the wife of the said William Claus, being the lands and hereditaments thirdly hereinafter described and hereby surrendered and released or intended so to be, and also as to the said tract of land, containing fifteen thousand three hundred and sixty acres of land, or thereabouts, mentioned and comprised in the hereinbefore in part recited deed poll or instrument in writing, bearing date the third day of August, in the year of Our Lord one thousand eight hundred and twenty-six, being the lands and hereditaments fourthly hereinafter described and hereby surrendered and released, or otherwise assured or intended so to be, as also to correct the limitation in the said several hereinbefore in part recited indentures of the sixth day of June, one thousand eight hundred and thirty-one, the sixth day of June, one thousand eight hundred and thirty-one, and the sixth day of June, one thousand eight hundred and thirty-one, it has been agreed on behalf of Her Majesty, and by and between the said Joseph Augustus Woodruff, Warren Claus and Catherine Ann Margaret Lyons, Walter Hamilton Dickson and Augusta Maria, his wife, William Stewart and Catherine Claus, his wife, and John Bernard Geale, that they should severally execute the surrender and release, and also the remise and release hereinafter contained, in consideration whereof it was agreed that the said several sums of money hereinafter mentioned, amounting in the whole to the sum of five thousand pounds, should be paid to them by or on behalf of Her Majesty; and it was also

agreed that the said Walter Hamilton Dickson should enter satisfaction on the said judgment so obtained in the said action of ejectment, and discontinue the said other actions so commenced as aforesaid, upon the terms hereinafter mentioned, and should enter into the covenant hereinafter contained with respect to the same. And whereas in pursuance and performance of the said agreement on behalf of Her Majesty there hath this day been paid by the Honourable Robert Bruce, Her Majesty's Superintendent General of Indian Affairs in the said Province of Canada, to the said Joseph Augustus Woodruff (by and with the privy, consent and approbation of the said several other persons, granting parties hereto, testified by their severally executing these presents) the sum of one thousand two hundred and fifty pounds of lawful money of Canada in satisfaction of the share of the said Joseph Augustus Woodruff in the said sum of five thousand pounds, the consideration money aforesaid, as he, the said Joseph Augustus Woodruff, doth hereby admit and acknowledge; and there hath also in like manner, and by with the like privy, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said Warren Claus the like sum of one thousand two hundred and fifty pounds of like lawful money aforesaid in satisfaction of the share of the said Warren Claus in the said sum of five thousand pounds, the consideration money aforesaid, as he the said Warren Claus doth hereby admit and acknowledge; and there hath also, in like manner and by and with the like privy, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said Catherine Ann Margaret Lyons, the like sum of one thousand two hundred and fifty pounds of like lawful money aforesaid, in satisfaction of the share of the said Catherine Ann Margaret Lyons in the said sum of five thousand pounds, the consideration money aforesaid, as she the said Catherine Ann Margaret Lyons doth hereby admit and acknowledge; and there hath also in like manner and by and with the like privy, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said Walter Hamilton Dickson the further sum of four hundred and sixteen pounds thirteen shillings and four pence of like lawful money aforesaid, in satisfaction of the share of the said Walter Hamilton Dickson and Augusta Maria, his wife, in right of the said Augusta Maria in the said sum of five thousand pounds, the consideration money aforesaid, as he the said Walter Hamilton Dickson doth hereby admit and acknowledge; and there hath also in like manner, and by and with the like privy, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid, to the said William Stewart, the further sum of four hundred and sixteen pounds thirteen shillings and four pence of like lawful money aforesaid, in satisfaction of the share of the said William Stewart and Catherine Claus, his wife, in right of the said Catherine Claus, in the said sum of five thousand pounds, the consideration money aforesaid, as he the said William Stewart doth hereby admit and acknowledge; and there hath also, in like manner and by and with the like privy, consent, and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said John Bernard Geale the further sum of four hundred and sixteen pounds thirteen shillings and four pence of like lawful money aforesaid, in satisfaction of the share of him the said John Bernard Geale in the said sum of five thousand pounds, the consideration money aforesaid as he the said John Bernard Geale doth hereby admit and acknowledge, which said several sums of one thousand two hundred and fifty pounds, one thousand two hundred and fifty pounds, one thousand two hundred and fifty pounds, four hundred and sixteen pounds thirteen shillings and four pence, four hundred and sixteen pounds thirteen shillings and four pence, and four hundred and sixteen pounds thirteen shillings and four pence, form together the whole of the said sum of five thousand pounds the consideration money so agreed to be paid by or on behalf of Her said Majesty as aforesaid.

NOW THIS INDENTURE WITNESSETH, that in pursuance and performance of the said recited agreement, and for the consideration hereinbefore expressed, and also in

consideration of the several payments so respectively made by the said Robert Bruce, on behalf of Her said Majesty as hereinbefore is mentioned, they the said Joseph Augustus Woodruff and Julia, his wife, Catherine Ann Margaret Lyons, Walter Hamilton Dickson and Augusta Maria, his wife, William Stewart, and Catherine Claus, his wife, and John Bernard Geale and Caroline, his wife, as to their right, title and interest in and to the lands and hereditaments firstly, secondly and fourthly hereinafter described and hereby surrendered and released or intended so to be, with their rights, members and appurtenances, but as to the said Julia Woodruff and Caroline Geale for the purpose and only for the purpose of barring their respective rights to dower of and in the said hereditaments. And the said Warren Claus, as well as to his right, title, and interest in and to the same lands and hereditaments as to the lands and hereditaments thirdly hereinafter surrendered and released or intended so to be with their rights, members and appurtenances, have and each and every of them hath granted, bargained sold, and also surrendered, remised, released and yielded up, and by these presents do and each and every of them doth grant, bargain and sell and also surrender, remise, release and yield up unto Her said Majesty Queen Victoria Her heirs and successors: First, all that parcel or tract of lands situate, lying and being in the Township of Innisfil and County of Simcoe containing by admeasurement nine hundred acres, be the same more or less, being composed of the north halves of lots numbers sixteen, eighteen, nineteen and twenty-one, and the south halves of lots numbers fourteen, sixteen, eighteen, nineteen and twenty-one, in the fourth concession of the said Township of Innisfil, which said parcel or tract of land is butted and bounded or otherwise known as follows, that is to say: Commencing where a post has been planted at the north-east angle of each of the said north half lots respectively; then south seventy three degrees thirty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty three links and an half, more or less, to the centre of the said concession; then north seventy-three degrees thirty minutes east thirty chains, more or less, to the eastern limit of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and an half, more or less, to the place of beginning in each of the said half lots. Also commencing where a post has been planted at the south-west angle of each of the said south half lots respectively; then north seventy three degrees thirty minutes east thirty chains, more or less, to where a post has been planted at the south-east angle of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and an half, more or less, to the centre of the said concession; then south seventy-three degrees thirty minutes west thirty chains, more or less, to the western limit of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains, thirty-three links and an half, more or less, to the place of beginning in each of the said half lots. Secondly, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division) in the County of Prescott, containing by admeasurement two thousand and eight hundred acres of land, more or less, being composed of lots numbers twelve, fifteen and eighteen in the fourth concession of the said township; lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty-five in the fifth concession, and lots numbers fourteen, fifteen, seventeen, eighteen and nineteen in the sixth concession of the Township of Hawkesbury, and butted and bounded as follows, that is to say: Commencing in front of the said concessions at the north-east angle of each of the said lots respectively; then south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in rear of the said concessions; then north sixty-five degrees west nineteen chains, more or less, to the western limit of each lot; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concession; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot. Thirdly, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division), in the said County of

Prescott, containing by admeasurement one thousand two hundred acres, be the same more or less, being lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty, in the third concession of the said Township of Hawkesbury (Eastern Division) which said one thousand and two hundred acres are butted and bounded or may be otherwise known as follows, that is to say: Commencing in front of the said concession at the north-east angle of each of the said lots respectively; then about south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in the rear of the said concession; then north sixty-five degrees west nineteen chains, more or less, to the western limit in each lot; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concession; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot. And fourthly, all that parcel or tract of land situate, lying and being on the south side of the Grand or River Ouse and within the limits of the said grant to the Six Nations Indians made by His said late Majesty King George the Third, by the said instrument bearing date the twenty-fifth day of October, in the year one thousand seven hundred and eighty-four, and in the County of Haldimand, containing by admeasurement fifteen thousand three hundred and sixty acres, more or less, and which is butted and bounded or may be known as follows, that is to say: Commencing at a stake placed in the Indian line between lots twenty-two and twenty-three in the Township of Walpole, about three chains, more or less, from the house of one Bellows, now or late a settler in Walpole; thence along the Indian line in the said Township of Walpole and Township of Rainham south sixty-three degrees east five hundred and eighty chains; thence north twenty-three degrees east or at right angles to the Indian line between the said Townships to the said Grand River, three hundred and seventy chains, more or less; thence up the stream of the Grand River the several courses and windings to a stake on the bank of the said river; thence south twenty-seven degrees west extending to the point of commencement. And all houses, outhouses, edifices, buildings, barns, stables, yards, gardens, orchards, fences, ditches, ways, waters, watercourses, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances whatsoever to the said several parcels or tracts of land and hereditaments hereinbefore described and hereby respectively surrendered and released or otherwise assured or intended so to be belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof, respectively, and all the estate, right, title, interest, use, trust, inheritance, property, possession, benefit and equity of redemption, claim and demand whatsoever, both at law and in equity, of them the said Joseph Augustus Woodruff and Julia, his wife; Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson and Augusta Maria, his wife; William Stewart and Catherine Claus, his wife; and John Bernard Geale and Caroline, his wife, and each and every of them, of, in, to or out of the said several tracts or parcels of land and hereditaments hereinbefore respectively described and hereby respectively surrendered and released or otherwise assured or intended so to be, with their and every of their rights, members and appurtenances, to have and to hold the said lands and hereditaments hereinbefore respectively described and hereby respectively surrendered and released or otherwise assured or intended so to be with their and every of their rights, members and appurtenances unto Her said Majesty, Her heirs and successors, to the use of Her said Majesty, Her heirs and successors, but nevertheless upon such and the same trusts and for such and the same ends, intents and purposes as are mentioned, expressed and declared of and concerning the tracts or parcels of land and hereditaments therein comprised and thereby surrendered and released or intended so to be in and by the said hereinbefore in part recited indenture of the third day of June, one thousand eight hundred and forty-four, and to for and upon no other use, trust, intent or purpose whatsoever; and the said Joseph Augustus Woodruff, so far as relates to one equal fourth part or share of and in the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and

released or otherwise assured or intended so to be, with the appurtenances and the title thereto, doth for himself, his heirs, executors and administrators; and the said Warren Claus, as well so far as relates to one other equal fourth part or share of and in the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, as so far as relates to the entirety of the said tract or parcel of land thirdly hereby surrendered and released or intended so to be, and their respective appurtenances and the title to the same respectively, doth hereby for himself, his heirs, executors and administrators; and the said Catherine Ann Margaret Lyons, so far as relates to one other equal fourth part or share of and in the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances, and the title thereto, doth hereby for herself, her heirs, executors and administrators; and the said Walter Hamilton Dickson, so far as relates to one equal third part of one other equal fourth part of the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances, and the title thereto, and so far as relates to the acts and deeds of himself and the said Augusta Maria, his wife, and of all persons claiming or to claim by, from, through, under or in trust for him, her or them in respect of the same one-third part of the said fourth part, but not further or otherwise, doth hereby, for himself, his heirs, executors and administrators, and the said William Stewart so far as relates to one other equal third part of the said one other equal fourth part of the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances, and the title thereto, and so far as relates to the acts and deeds of himself and the said Catherine Claus, his wife, and of all other persons claiming or to claim by, from, through, under or in trust for him, her or them, in respect of the same, one third part of the said fourth part, but not further or otherwise, doth hereby for himself his heirs, executors and administrators; and the said John Bernard Geale, so far as relates to one other equal third part of the said one other equal fourth part of the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereinbefore respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances and the title thereto, doth hereby for himself his heirs, executors and administrators, covenant, promise and agree with and to Her said Majesty, Her heirs and successors, that they the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart and Catherine Claus, his wife, and John Bernard Geale and Caroline, his wife, now have in themselves, or some or one of them now have or hath in themselves, himself, or herself, good right, full power and lawful and absolute authority to grant, surrender, remise, release and yield up the said several tracts or parcels of land and hereditaments hereby respectively surrendered, remised, released and yielded up, or otherwise assured or intended so to be, with the appurtenances unto and to the use of Her Majesty, Her heirs and successors, upon the trusts and in manner aforesaid, according to the true intent and meaning of these presents. And that it shall and may be lawful to and for Her said Majesty, Her heirs and successors, from time to time and at all times hereafter, peaceably and quietly to enter into and upon, hold, occupy, possess and enjoy the said several tracts or parcels of land and hereditaments hereby respectively surrendered and released, or otherwise assured or intended so to be, with the appurtenances, and to have, receive and take the rents, issues and profits thereof, and, every part thereof, respectively, to and for Her and their own use and benefit, without any lawful let, suit, trouble, denial, claim, demand, interruption or eviction whatsoever, of or by them, the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart, and Catherine Claus, his wife, and

John Bernard Geale, and Caroline, his wife, or any or either of them, their or any or either of their heirs, or of, from or by any other person or persons whomsoever; and that free and clear, and freely and clearly, and absolutely acquitted, exonerated, released, and forever discharged, or otherwise by them the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart and Catherine Claus, his wife, and John Bernard Geale, and Caroline, his wife, their or some or one of their heirs, executors and administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, titles, troubles, charges, debts and incumbrances whatsoever, either already or to be hereafter had, made, executed, occasioned and suffered, by means of or by the default, consent or procurement of the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart, and Catherine Claus, his wife, and John Bernard Geale, and Caroline, his wife, or any or either of them, their or any or either of their heirs, or by any other person or persons whomsoever; and further, that they, the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart, and Catherine, his wife, and John Bernard Geale, and Caroline, his wife, and each and every of them, their and each and every of their heirs, and all and every other person or persons having or claiming or who shall or may hereafter have or claim any estate, right, title, interest, inheritance, use, trust, property, claim or demand whatsoever, at law or in equity, of, in, to or out of the said several tracts or parcels of land and hereditaments hereby respectively surrendered and released, or otherwise assured or intended so to be, with their appurtenances, or any of them or any part thereof, shall and will at all times hereafter, upon every reasonable request, and at the proper costs and charges of Her Majesty, Her heirs or successors, or the person or persons for the time being entitled to the freehold and inheritance of the same, make, do and execute, or cause and procure to be made, done and executed, all such further and other lawful and reasonable acts, deeds, things and assurances in the law whatsoever for the further, better, more perfectly and absolutely surrendering, releasing and assuring of the said several tracts or parcels of land and hereditaments hereby respectively surrendered and released, or otherwise assured or intended so to be, and every part thereof, respectively, unto and to the use of Her said Majesty Her heirs and successors, or the person or persons entitled to the reversion and inheritance of the same in manner aforesaid and according to the true intent and meaning of these presents as by Her Majesty, Her heirs or successors, or the person or persons aforesaid, his, Her or their counsel in the law, shall be advised and required. And the said Walter Hamilton Dickson doth hereby for himself and for the said Augusta Maria, his wife, and for their respective heirs, executors and administrators, further covenant, promise and agree with and to Her said Majesty, Her heirs and successors, that he, the said Walter Hamilton Dickson and Augusta Maria, his wife, or the survivor of them, shall and will, upon payment to him, her or them, respectively, of all costs, charges and expenses legally or properly incurred, laid out, disbursed or expended, taxable as between party and party, in or about the same or any of them, forthwith enter satisfaction or cause and procure satisfaction to be entered upon the said judgment so obtained by them the said Walter Hamilton Dickson and Augusta Maria, his wife, against the said Henry Grose as aforesaid, so and in such manner as that the same shall cease to be a charge or incumbrance upon the said Henry Grose, his heirs, executors or administrators, or upon the said lands and hereditaments respectively surrendered and released or intended so to be, or any part thereof; and also, shall and will forthwith discontinue by rule of court or otherwise as may be necessary to discharge the same, all and every other the action and actions so commenced against the tenants or occupiers of the said several tracts or parcels of land and hereditaments firstly and secondly hereby surrendered and released, or intended so to be, or any of them, or any part or parts of them or any of them, whose names are mentioned and set forth in the schedule hereunder written or hereunto annexed, and all and every other action and actions, if any, now commenced

or depending against any person or persons whomsoever, in relation to the same lands of any of them, or any part or parts thereof, so that the same actions and each and every of them may henceforth cease, determine and be put an end to.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered by the within named Joseph Augustus Woodruff and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart and Catherine Claus, his wife, and John Bernard Geale and Caroline, his wife, in the presence of

JOSEPH AUGUSTUS WOODRUFF,	[L.S.]
JULIA WOODRUFF,	[L.S.]
W. CLAUS,	[L.S.]
CATHERINE A. M. LYONS,	[L.S.]
WALTER H. DICKSON,	[L.S.]
AUGUSTA M. DICKSON,	[L.S.]
WILLIAM STEWART,	[L.S.]
CATHERINE C. STEWART,	[L.S.]
J. BERNARD GEALE,	[L.S.]
CAROLINE GEALE,	[L.S.]

ROBERT I. TURNER, *Barrister-at-Law,*
Toronto.

WILLIAM DICKSON, Jr., *Gentleman,*
Niagara.

The schedule referred to in the within written indenture containing a list of the several actions of ejectment brought by the within named Walter Hamilton Dickson and Augusta Maria, his wife, against the several persons hereinafter named for the recovery of the undermentioned lands, that is to say:—

IN THE TOWNSHIP OF INNISFIL.

Defendants' Names.	Number of Lot and Concession.
Henry Grose.	Part of lot number 21 in the 4th.
Jonathan Irwin.	Part of lot number 19 in the same.
John Bannerman.	Part of lot number 21 in the same.
George Read.	Part of lot number 19 in the same.
John Moore.	Part of lot number 18 in the same.
Jane Spink.	Part of the same lot.
George McGurther.	Part of lot number 16 in the same.
Hugh Trueman.	Part of the same lot.
Irwin Moore.	Part of the same lot.
Wellington Wilson.	Part of lot number 14 in the same.

IN THE TOWNSHIP OF HAWKESBURY—EASTERN DIVISION.

Defendants' Names.	Number of Lot and Concession.
Antoine Bellisle and Francis Des- chau.	Lot number 16 in the 5th.
Patrick Mullen.	Lot number 19 in the 6th.
Michael Bellisle.	Lot number 17 in the same.
Andrew Kinveel.	Lot number 25 in the 5th.
Richard Kirkner.	Lot number 18 in the same.
Edward St. Denis.	Lot number 14 in the same.
Joseph Clemo.	Lot number 15 in the same.
Lewis Casneau.	Lot number 18 in the 4th.
George Dockstader and Geo. All- bright.	Lot number 15 in the same.
William Mark.	Lot number 12 in the same.

We do hereby certify that on this third day of December, one thousand eight hundred and fifty-two, at the Town of Niagara, in the County of Lincoln, in the Province of Canada, the within deed was duly executed in the presence of us by Augusta Maria, the wife of Walter Hamilton Dickson, one of the grantors therein named, and that the said Augusta Maria, at the said time and place, being examined by us apart from her husband, did appear to give her consent to depart with her estate in the lands mentioned in the said deed freely and voluntarily, and without coercion or fear of coercion on the part of her husband, or any other person or persons whatsoever.

E. McDOUGAL, *J.P.*

JOHN SIMPSON, *J.P.*

We do hereby certify that on the thirteenth day of December, one thousand eight hundred and fifty-two, at the City of Hamilton, in the County of Wentworth, in the Province of Canada, the within deed was duly executed in the presence of us by Catherine Claus, the wife of William Stewart, one of the grantors therein named, and that the said Catherine Claus, at the said time and place, being examined by us apart from her husband, did appear to give her consent to depart with her estate in the lands mentioned in the said deed freely and voluntarily, and without coercion or fear of coercion on the part of her husband or of any other person or persons whatsoever.

G. H. ARMSTRONG, *J.P.*

JOHN WINER, *J.P.*

Received the day and year first within written, of and from the Queen's Most Excellent Majesty, by payment of the Honourable Robert Bruce, Her Majesty's Superintendent General of Indian Affairs, the sum of five thousand pounds, in the proportions in the within written indenture mentioned, being the consideration money within expressed to be paid to us.

Witness:

ROBERT I. TURNER,
Barrister-at-Law, Toronto.
WILLIAM DICKSON, Jr.,
Gentleman, Niagara.

} £5,000.

CATHERINE A. M. LYONS,
WILLIAM STEWART,
J. B. GEALE,
JOSEPH AUGUSTUS WOODRUFF,
W. CLAUS,
WALTER H. DICKSON.

COUNTY OF HALDIMAND.

I certify a memorial hereof relating to lands situate in the County of Haldimand is entered and registered on the first day of January, A.D., 1853, at ten minutes past ten o'clock a.m., in the register of the Township of Oneida, Liber A, No. 1, folios 42, 43; and also that on the same day, at twelve o'clock, noon, the same memorial was also entered and registered in the register of the Township of North Cayuga, Liber A, No. 1, folios 34, 35.

AGNEW J. FARRELL, *Registrar.*

I certify that a memorial of the within indenture of deed was duly recorded in the registry office of the County of Prescott (as far as relates to lands in the Township of East Hawkesbury, in said County of Prescott) at the hour of four a.m. on Wednesday, the twenty-sixth day of January, A.D., 1853, in Book No. 13, pages 251, 252, 253 and 254; number of the memorial, 6323.

G. D. REED,

Registrar of the County of Prescott.

A memorial hereof is recorded in the registry office for the County of Simcoe on the 22nd day of December, A.D., 1852, at one o'clock p.m., in Liber T., folios 474, 475, 476, 477, 478, 479, 480, 481 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494 and 495; memorial No. 11,602.

GEORGE LOUNT,

Regr. Co. Simcoe.

PROVINCIAL REGISTRAR'S OFFICE.

QUEBEC, 11th June, 1853.

I hereby certify that the within deed of surrender hath this day been entered upon the records of this office in Lib.: "C.S. Surrender to the Crown," Folio 78, etc.

THO. AMIOT,

Depty. Provl. Regr.

No. 71.

KNOW ALL MEN BY THESE PRESENTS that we, Joseph White, Matthew Greyeyes, William Clarke, Alexander Clarke, James Clarke, Joseph Warrow, Francis Parke and Mathias Splitlog, Chiefs and Principal Men of the Wyandott Indians residing in the Township of Anderdon, in the County of Essex and Province of Canada, in Council assembled, claiming to be possessed of the sole and exclusive right and title to a certain triangular tract of land in or adjoining to the Town of Sandwich, by virtue of the reservation contained in a deed or grant to His late Majesty George the Third, executed by the principal village and War Chiefs of the Ottawa, Chippewa, Pottowattomee and Huron Indians of Detroit, in the year one thousand seven hundred and ninety, wherein the tract so reserved is thus described "as beginning at the mouth of the Rivière au Jarvais, commonly called Knagg's Creek, running up along border of the streight to the Huron church and one hundred and twenty arpents in depth," do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all our right, title, interest, claim, property and demand whatsoever, both at law and equity, of, in and to that certain part or tract of land aforesaid, situate lying and being in or adjoining to the town of Sandwich commencing on Detroit street and running along the River Detroit to the Huron church line, and then along a small rivulet to a bridge in the Queen's Highway to Detroit street; then along Detroit street to the place of beginning, with all and singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in anywise belonging, unto Her said Majesty, Her heirs and successors forever, to the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to order and direct that the said parcel or tract of land be first valued and then disposed of by bargain and sale, and the monies arising therefrom to be appropriated to the use and benefit of the said Indians and for no other purpose whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Wyandott Indians have hereunto set our names and seals at Anderdon, Canada West, the nineteenth day of July, in the year of Our Lord one thousand eight hundred and fifty-three.

Signed and sealed in our presence, being first read and fully explained:

THOMAS KING,
Schoolmaster.

WILLIAM CLARKE,
Interpreter.

JOSEPH WHITE, ^{his} x [L.S.]
mark

MATTHEW GRAY EYES, ^{his} x [L.S.]
mark

WILLIAM CLARKE, [L.S.]

ALEXR. CLARKE, [L.S.]

JAMES CLARKE, [L.S.]

JOSEPH WARROW, [L.S.]

FRANCIS PARK, ^{his} x [L.S.]
^{mark}
 ALEXIS MATTHIAS SPLITLOG, [L.S.]
 Certified.
 J. B. CLENCH, S.I.A. [L.S.]

PROVINCE OF CANADA, }
 COUNTY OF ESSEX, }
 To wit:

Thomas King, of Anderdon, in the County and Province aforesaid, schoolmaster, maketh oath and saith that the preceding deed of surrender was duly executed in his presence and that he is a subscribing witness thereto.

THOMAS KING.

Sworn before me at Anderdon, }
 the nineteenth day of July, }
 1853.

WILLIAM GETFIELD, J.P.

EXTRACT from a Report of a Committee of the Honourable the Executive Council on land applications, dated 9th August, 1853, approved by His Excellency the Governor General in Council on the same day.

On the letter of the Superintendent General of Indian Affairs, transmitting a deed of surrender, dated 19th July, 1853, from the Wyandott Indians of Anderdon to Her Majesty the Queen, of a certain triangular tract of land in or adjoining to the Town of Sandwich, and requesting that said deed may be laid before the Governor General in Council, for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar.

The Committee recommend that the above mentioned deed of surrender be accepted, and that the same be entered of record in the Crown Lands and Provincial Registrar's offices.

Certified.

WM. H. LEE,
Actg. C.E.C.

To the Honourable
 The Provincial Registrar,
 &c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
 QUEBEC, 19th August, 1853.

I do hereby certify that the accompanying deed of surrender and extract of Council have been duly entered on the records of this Department.

THO. AMIOT,
Deputy Prov'l Registrar.

No. 71½

KNOW ALL MEN BY THESE PRESENTS, that we Joshua Waywanosh, Andrew Nageeshigk, Jackson Wopagass, William Pamossang, Gordon Corning, Joseph Ash-gwagwonabie and Thomas Nayonnquott, Chiefs and Principal Men of the Tribe of Chippewa Indians occupying and claiming to be the sole possessors of a certain tract or parcel of land in the Township of Sarnia, in the County of Lambton and Province of Canada, and known and described as the Upper Reserve on the River St. Clair, in

consideration of the sum of two thousand four hundred pounds currency, do hereby surrender and yield up unto Her Most Gracious Majesty Victoria, Queen of the United Kingdom of Great Britain and Ireland, all our claim, right, title, interest, property and demand whatsoever, both at law and in equity, of, in and to the several pieces or parcels of land described on the map hereunto annexed, containing twenty-four and a half acres of land, including the ten water lots fronting the River St. Clair (reference being also had to the award of the arbitrators hereunto annexed), the same being a portion of the said Chippewa Reserve, and required for railroad purposes, unto Her said Majesty, Her heirs and successors for ever, to the end and purpose that Her Majesty may be graciously pleased to order and direct that the said land and water lots be sold to the Great Western Railway Company of Canada, their heirs and assigns forever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men have hereunto set our hands and seals in Council assembled at Port Sarnia, the tenth day of May, in the year of Our Lord one thousand eight hundred and fifty-four.

Signed, sealed and delivered in our presence, being first read and ex- plained:	J. B. CLENCH, <i>V.S.I.A.</i>	JOSHUA WAWANOSH, (totem)	[L.S.]
	H. P. CHASE, <i>I.I.D.</i>	ANDREW NAGEESHEIGK, (totem)	[L.S.]
	DAVID B. WAWANOSH.	JACKSON WUPAGASS, (totem)	[L.S.]
		WILLIAM POMUSSANG, (totem)	[L.S.]
		GORDON CORNING, (totem)	[L.S.]
		GEORGE ASHGWONABIE, (totem)	[L.S.]
		THOMAS NAYONNUODT, (totem)	[L.S.]

Copy of a Report of a Committee of the Honourable the Executive Council, dated 4th July, 1856, approved by His Excellency the Governor General in Council on the 5th July, 1856.

On a communication from the Superintendent General of Indian Affairs, dated 20th June, 1856, transmitting the deed of surrender from the Chiefs and Principal Men of the Indian Tribe residing at Port Sarnia, in the County of Lambton, to Her Majesty the Queen, in trust, of a certain space of land through their reserve comprising about twenty-five acres, as is shown by an enclosed map; in order that the same may be sold and patented to the Great Western Railroad Company for a right of way, station accommodations, &c., and requesting that the same be laid before Your Excellency for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar.

The Committee recommend that the trust be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar, as requested by the Superintendent General of Indian Affairs.

Certified.

WM. H. LEE,
C.E.C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 5th August, 1856.

I hereby certify that the foregoing surrender, as well as the minute in Council relating thereto, have respectively been entered upon the records of this office in Lib. C.S., Folio 158.

THOS. AMIOT,
Deputy Registrar.

Surinder No. 208

Copy

G. W. R.

SAVING BRANCH

Plan of location through the Indian Reserve

Route of Fort



NOTE: The part shaded red from the boundary of the Indian Reserve Southward & Easternly is the portion patented to the Great Western Railway Company.

* Bordered hereon with a heavy black line

Scale 1" = 1/2 mi
1" = 1/4 mi
1" = 1/8 mi
1" = 1/16 mi

Copy sent to
Toronto 18th. 1850
13th Nov 1850
1850
1850

and distance between of 100 1/2 miles in 1850 1/2 miles

(Signed) *John A. R. R.*
Engr. Surinder D.
Western Div.
30th Aug. 1850

CROWN LAND DEPARTMENT,

TORONTO, 20th February, 1857.

Entered upon the records of this Department on L. W. No. 39.

No. 72.

SURRENDER OF THE SAUGEEN PENINSULA.

We, the Chiefs, Sachems and Principal Men of the Indian Tribes resident at Saugeen, Owen Sound, confiding in the wisdom and protecting care of our Great Mother across the Big Lake, and believing that our Good Father, His Excellency the Earl of Elgin and Kincardine, Governor-General of Canada, is anxiously desirous to promote those interests which will most largely conduce to the welfare of His red children, have now, being in full Council assembled, in presence of the Superintendent General of Indian Affairs, and of the young men of both tribes, agreed that it will be highly desirable for us to make a full and complete surrender unto the Crown of that Peninsula known as the Saugeen and Owen Sound Indian Reserve, subject to certain restrictions and reservations to be hereinafter set forth. We have therefore set our marks to this document, after having heard the same read to us, and do hereby surrender the whole of the above named tract of country, bounded on the south by a straight line drawn from the Indian village of Saugeen to the Indian village of Nawash, in continuation of the northern limits of the narrow strip recently surrendered by us to the Crown; and bounded on the north-east and west by Georgian Bay and Lake Huron, with the following reservations, to wit: 1st. For the benefit of the Saugeen Indians we reserve all that block of land bounded on the west by a straight line running due north from the River Saugeen, at the spot where it is entered by a ravine, immediately to the west of the village, and over which a bridge has recently been constructed, to the shore of Lake Huron; on the south by the aforesaid northern limit of the lately surrendered strip; on the east by a line drawn from a spot upon the coast at a distance of about (9½) nine miles and a half from the western boundary aforesaid, and running parallel thereto until it touches the aforementioned northern limits of the recently surrendered strip; and we wish it to be clearly understood that we wish the Peninsula at the mouth of the Saugeen River to the west of the western boundary aforesaid to be laid out in town park lots and sold for our benefit without delay; and we also wish it to be understood that our surrender includes that parcel of land which is in continuation of the strip recently surrendered to the Saugeen River.

We do also reserve to ourselves that tract of land called Chief's Point, bounded on the east by a line drawn from a spot half a mile up the Sable River, and continued in a northerly direction to the bay, and upon all other sides by the lake.

2nd. We reserve for the benefit of the Owen Sound Indians all that tract bounded on the south by the northern limits of the continuation of the strip recently surrendered; on the north-west by a line drawn from the north easterly angle of the aforesaid strip (as it was surrendered in 1851, in a north-easterly direction); on the south-east by the sound extending to the southern limit of the Caughnawaga Settlement; on the north by a line two miles in length and forming the said southern limit. And we also reserve to ourselves all that tract of land called Cape Crocker, bounded on three sides by Georgian Bay, on the south-west side by a line drawn from the bottom of Nochemowenaing Bay to the mouth of Sucker River, and we include in the aforesaid surrender the parcel of land contained in the continuation to Owen's Sound of the recently surrendered strip aforesaid.

3rd. We do reserve for the benefit of the Colpoy's Bay Indians, in the presence and with the concurrence of John Beattie, who represents the tribe at this Council, a block of land containing 6,000 acres, and including their village, and bounded on the north by Colpoy's Bay.

All which reserves we hereby retain to ourselves and our children in perpetuity, and it is agreed that the interest of the principal sum arising out of the sale of our lands be regularly paid to them so long as there are Indians left to represent our tribe without diminution at half yearly periods.

And we hereby request the sanction of our Great Father the Governor General to this surrender, which we consider highly conducive to our general interests.

Done in Council, at Saugeen, this thirteenth day of October, 1854.

It is understood that no islands are included in this surrender.

Signed and sealed:

L. OLIPHANT,

Supt. Genl. Indian Affairs.

PETER JACOBS,

Missionary.

Witnesses:

JAS. ROSS, *M.P.P.*

C. RANKIN, *P.L.S.*

A. McNABB,

Crown Land Agent.

JOHN (totem) KADUHGEKWUN, [L.S.]

ALEX. (totem) MADWAYOSH, [L.S.]

JOHN (totem) MANEDSWAB, [L.S.]

JNO. THOS. (totem) WAHBUHDICK, [L.S.]

PETER (totem) JONES, [L.S.]

DAVID SAWYER, [L.S.]

JOHN H. BEATY, [L.S.]

THOMAS (totem) PABAHMOSH, [L.S.]

JOHN (totem) MADWASHEMIND, [L.S.]

JOHN JOHNSTON, [L.S.]

JOHN AUNJEGAHBOWH, [L.S.]

JAMES NEWASH, [L.S.]

THOMAS (totem) WAHBUHDICK, [L.S.]

CHARLES KEESHICK, [L.S.]

COPY of a Report of a Committee of the Honourable the Executive Council, approved by His Excellency the Governor General on the 27th September, 1855.

On a memorandum dated 12th instant, from the Superintendent General of Indian Affairs, submitting certain proposed changes, as shown in two certain plans, in the shape of the Indian reserves in the tract commonly called the Saugeen Peninsula, lately surrendered to the Crown, both changes having been assented to by the Indians in Council, and recommending:

1st. That the reserve known as the Saugeen Reserve, now bounded on the west by a straight line running due north from the River Saugeen at the spot where it is entered by a ravine immediately to the west of the village, be bounded instead by the Indian path called the Copway Road, which takes a north-westerly direction, as shown by the red line in the plan. This change will give the Saugeen Indians, a small increase of frontage on Lake Huron, and will not interfere with the town plot now laid out on the tongue of land contained between that lake and the River Saugeen.

2nd. That the south-western boundary of the Cape Crocker Reserve, now formed by a line drawn from the bottom of Nochemowenaing Bay to the mouth of Sucker River, start instead from the south shore of Hope Bay, at a small point about a mile from its head, and strike Lake Huron two miles south of Sucker River, as shown by the plan. This change would cut off from the Indians one mile of frontage on Hope Bay, giving them in compensation two miles extra frontage on the Georgian Bay. The head of Hope Bay has been recommended by Mr. Dennis, the surveyor of the tract, as the site for a town, and the present position of the south-western boundary of the reserve would render it impossible to carry out his suggestion.

The Committee recommend that the proposed changes be effected.

Certified.

WM. H. LEE,

C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 31st January, 1855, approved by His Excellency the Governor General in Council on the 3rd February, 1855.

On a communication dated 31st January, ult., from the Superintendent General of Indian affairs, transmitting a surrender from the Chippewa Indians of Saugeen and Owen Sound to Her Majesty, in trust of a tract of land situated in the County of Grey, and forming part of the Peninsula on the north-east shore of Lake Huron, commonly called the "Saugeen Reserve," and requesting that the trust may be accepted by Your Excellency in Council and entered upon the records in the offices of the Commissioner of Crown Lands and Provincial Registrar.

The Committee recommend that the trust be accepted, and that an entry be made thereof in the offices of the Commissioner of Crown Lands and Provincial Registrar.

Certified.

WM. H. LEE,
C.E.C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 15th February, 1855.

I hereby certify that the foregoing surrender and minute of the Executive Council thereon have been entered upon the records of this office in Lib. C.S., Folio 129.

THO. AMIOT,
Depy. Regr.

No. 74.

J. COLBORNE.

UPPER CANADA.

WILLIAM THE FOURTH, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents shall come—GREETING.

Know ye that We, of Our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto the Reverend Richard Scott, of the Township of Otonabee; the Revd. Alexander Bethune, of Cobourg; Charles Anderson, and Charles Rubidge, both of the Township of Otonabee. Esquires, all in the County of Northumberland, in the District of Newcastle; and the Honourable George Herchmer Markland, of the City of Toronto, in the Home District, and to their heirs and assigns for ever, all that parcel or tract of land situate in the Township of Otonabee, in the County of Northumberland, in the District of Newcastle, in Our Province of Upper Canada, containing one thousand one hundred and twenty acres, be the same more or less, being the town plot reservation on the Rice Lake and River Otonabee in the said Township of Otonabee, commencing on the shore of the Rice Lake where a red cedar post has been planted at the south-east angle of a certain block of land granted to Charles Anderson, Esquire; then north sixteen degrees forty minutes west sixty three chains, to where a red cedar post has been planted at the north-east angle of the said block; then south seventy-four degrees five minutes west sixty-five chains, more or less, to within one chain of the River Otonabee; then northerly following the several turnings and windings of the said river against the stream, always at the distance of one chain therefrom, to within one chain of lot number seven, in the twelfth concession of the

said Township; then north seventy-four degrees five minutes east along the southern limit of the allowance for road between the reservation aforesaid and lots numbers seven, in the eleventh and twelfth concessions of the said township, one hundred and eighteen chains, to the north-east angle of the said reservation, being in the western limit of the allowance for road between the tenth and eleventh concessions of the aforesaid Township; then south sixteen degrees forty minutes east along the western limit of the allowance for road produced between the said concessions, ninety-six chains fifty links, to the Rice Lake; then south-westerly along the water's edge to the place of beginning, reserving within the same one chain off the front of the said block on the lake as an accommodation for a ferry, with free access to the beach for all vessels, boats and persons. To have and to hold the said parcel or tract of land hereby given and granted to them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, their heirs and assigns forever, but upon the trusts, nevertheless, and to and for the uses, interests and purposes following, that is to say, in trust to hold the same forever hereafter to and for the benefit of the Indian tribes in this Province, and with a view to their conversion and civilization, saving nevertheless to Us, Our heirs and successors, all mines of gold and silver, that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid, and saving and reserving unto Us Our heirs and successors all white pine trees that shall or may now or hereafter grow or be growing on any part of the said parcel or tract of land hereby granted as aforesaid, provided always that no part of the parcel or tract of land hereby given and granted, be within any reservation heretofore made and marked for Us, Our heirs and successors by Our Surveyor General of Woods, or his lawful deputy, in which case this Our grant for such part of the land hereby given and granted forever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void and of none effect, anything herein contained to the contrary notwithstanding. Provided always, nevertheless, that in case any of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any succeeding trustee or trustees to be appointed as hereinafter mentioned shall happen to die, or to be desirous of being discharged from the powers or trusts hereby in them reposed or vested, or become incapable of acting in the same, then and in every such case, and so often as the same shall happen, full power and authority is given by these presents to the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or the survivor or survivors of them, or any of them, or any succeeding trustee or trustees of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any of them, or the survivor or survivors of them, or any of them, by any writing or writings under their or his hands and seals, or hand and seal to be by them or him sealed and delivered in presence of and attested by two or more credible witnesses, to nominate, substitute and appoint any other fit person in the room and place of any of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any succeeding trustee who shall so die or be desirous of being released, or discharged from, or become incapable of acting in the aforesaid trusts or powers, and so from time to time as often as there shall be occasion to nominate, substitute, and appoint any other person or persons in the place or stead of them the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any of them, or any succeeding person or persons to be appointed as aforesaid who shall die, or be desirous of being discharged, or become incapable, as aforesaid, and when and so often as any person or persons shall be nominated and appointed as aforesaid the said parcel or tract of land, hereditaments and premises hereby mentioned, or intended to be hereby granted, shall be conveyed with all convenient speed in such manner and form so as that all and every other person or persons so to be appointed

as aforesaid shall and may be invested with all such powers and authorities, and shall and may in all things act in relation to the premises in conjunction with the others of them who shall or may survive or not decline, or not become incapable to act thereon, as fully and effectually in all respects and to all intents and purposes as if he or they had originally been, in and by these presents, a grantee to the uses and trusts for the purposes aforesaid, anything hereinbefore contained to the contrary thereof in any wise notwithstanding. In default of all or any of which conditions limitations and restrictions, this said grant and everything herein contained shall be, and we hereby declare the same to be null and void to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to and become vested in Us, Our heirs and successors in like manner as if the same had never been granted, anything herein contained to the contrary thereof in anywise notwithstanding.

And whereas by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of the late King George the Third, entitled: "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, entitled: 'An Act for making more effectual provision for the government of the Province of Quebec in North America, and to make further provision for the Government of the said Province'," it is declared that no grant of lands thereafter made should be valid or effectual unless the same should contain a specification of the land to be allotted and appropriated solely to the maintenance of a Protestant clergy within the said Province in respect of the lands to be thereby granted.

NOW KNOW YE, that we have caused an allotment or appropriation of one hundred and sixty acres to be made in lot number fifteen, in the thirteenth concession of the said Township of Otonabee.

IN TESTIMONY WHEREOF, we have caused these Our Letters to be made patent, and the Great Seal of Our said Province to be hereunto affixed,
 Robert S. Jameson, Attorney General. Witness our trusty and well-beloved Sir John Colborne, K.C.B.,
 Lieutenant-Governor of Our said Province and Major General
 Commanding Our forces therein, at Our City of Toronto, this nineteenth day of April, in the year of Our Lord one thousand eight hundred and thirty-four, and in the fourth year of Our reign. J. C.

By command of His Excellency in Council,
 D. CAMERON, *Secy.*

O. C., 5th February, 1831, administration of
 Sir JOHN COLBORNE, K.C.B.,
Lt.-Governor.

Entered with the Auditor, 22nd May, 1834.
 D. BOULTON, JR.,
Auditor General.

PROVINCIAL REGISTRAR'S OFFICE,
 MONTREAL, 14th April, 1845.

I certify that the within is truly and correctly copied from the entry of the original grant, as it is entered in the records of this office in E, fol. 491.

R. P. TUCKER,
Registrar.

No. 75.

To all whom these presents shall come,—GREETING.

Know ye that I, the undersigned Chief of the Band or Tribe of Indians residing and holding lands at Gros Cap, on Lake Superior, near the Hudson's Bay Post of Michipicoton, have surrendered and do surrender by these presents, on my own behalf and that of my people whom I represent, with their entire knowledge and consent, unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors,

all and singular that certain tract or parcel of land and premises situate, lying and being on the north shore of Lake Superior, in the Province of Canada, and composed of an area of land equal to one mile square at Gros Cap, near Michipicoton, comprising the whole of said Cap, and extending as far northward as may be necessary to produce the said square mile or six hundred and forty acres of land. To have and to hold the said tract of land, with all its appurtenances, unto Her said Majesty Queen Victoria, Her heirs and successors forever, in trust for the purpose of being sold to the best advantage, and the proceeds thereof to be invested in such a fund or funds as the Governor General or other person administering the Government of Canada for the time being may direct, for the use and benefit of me and my people and our posterity.

IN TESTIMONY WHEREOF, I, the said undermentioned Chief, for myself and on behalf of my people, have hereunto affixed my totem and seal in signification of my signature and deliberate and voluntary act and deed this tenth day of April, in the year of Our Lord one thousand eight hundred and fifty-five.

Read, explained and interpreted at
Michipicoton.

Signed, sealed and delivered to
John Mackerrrie, of Michipicoton,
on behalf of Her Majesty Queen
Victoria, Her heirs and succes-
sors, in the presence of:

ALEXANDER HARVEY,
WILLIAM LANGSKELL,

his
TOOTOOMUNAIE x (totem), [L.S.]
mark
JOHN MACKERRRIE. [L.S.]

Copy of a Report of Committee of the Honourable the Executive Council, dated 10th September, 1855, approved by His Excellency the Governor General in Council on the following day.

On a communication from the Superintendent General of Indian Affairs, transmitting a deed of surrender dated 10th April, 1855, from Chief Tootomenie, of the Band or Tribe of Indians residing and holding lands at Gros Cap, on Lake Superior, to Her Majesty the Queen in trust, of one mile square at Gros Cap, Michipicoton; and requesting that said deed of surrender may be laid before Your Excellency in Council, for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar:

The Committee recommend that the deed of surrender in question be accepted and entered upon the records as above stated.

Certified.

To the Honourable
The Provincial Registrar.

WM. H. LEE,
C.E.C.

Recorded 18th September, 1855, In Lib. C. S., Folio 135.

THOS. AMIOT.
Deputy Registrar.

No. 75½.

KNOW ALL MEN BY THESE PRESENTS, that we, Joseph White, William Clarke, Alexander Clarke, James Clarke, Joseph Warrow, Francis Parke and Matthias Splitlog, Chiefs and Principal Men of the Wyandotte Indians residing in the Township of Anderdon, in the County of Essex and Province of Canada, in Council assembled, claiming to be possessed of the sole and exclusive right and title to a certain triangular tract of land in or adjoining to the Town of Sandwich by virtue of the reservation contained in a deed or grant to His late Majesty George the Third, executed by the principal village and war Chiefs of the Ottawa, Chippewa,

Pottowattomee and Huron Indians of Detroit, in the year one thousand seven hundred and ninety, wherein the tract so reserved is thus described "as beginning at the mouth of Rivière au Jarvais, commonly called Knagg's Creek, running up along border of the streight to the Huron church and one hundred and twenty arpents in depth," do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all our right, title, interest, claim, property and demand whatsoever, both at law and equity, of, in, and to that certain part or tract of land aforesaid, situate, lying and being in or adjoining to the Town of Sandwich, County and Province aforesaid, commencing at the water's edge on the River Detroit and on the northerly limit of Detroit street; then running north-easterly along the water's edge against the stream thirty chains thirty-nine links, more or less, to the westerly limit of the Huron church line; then south twenty-eight degrees east along the westerly limit of the Huron church line forty-two chains eighty-seven links, more or less, to the land patented in the year one thousand eight hundred and ten to Thomas Pagot, and being the limit between the Huron Reserve and part lot lettered "H;" then north sixty-eight degrees west forty chains thirty-four links, more or less to the River Detroit and place of beginning; containing by admeasurement sixty acres and one-quarter, be the same more or less, with all and singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in any wise belonging, unto Her said Majesty, Her heirs and successors, forever, to the end and purpose that Her said Majesty, Her heirs and successors may be graciously pleased to order and direct that the said parcel or tract of land be first valued and then disposed of by bargain and sale, and the monies arising therefrom to be appropriated to the use and benefit of the said Indians and for no other purpose whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Wyandotte Indians, have hereunto set our names and seals at Anderdon, Canada West, the 28th day of April, in the year of Our Lord one thousand eight hundred and fifty-four.

Signed and sealed in our
presence, being first read
and fully explained:
WILLIAM CLARKE, *Intr.*
THOMAS HORSEMAN,
J. B. CLENCH, *V.S.I.A.*

his JOSEPH x WHITE,	[L.S.]
mark WILLIAM CLARKE,	[L.S.]
ALEX. CLARKE,	[L.S.]
JAMES CLARKE,	[L.S.]
JOSEPH WARRROW,	[L.S.]
his FRANCIS x PARK,	[L.S.]
mark A. M. SPLITLOG.	[L.S.]

No. 75½.

To all to whom these presents shall come:

We, the Honourable George Herchmer Markland, of the Town of Kingston, in the County of Frontenac, of the Province of Canada, Esquire; and William Hepburn, of the city of Montreal, of the said Province, Esquire, send greeting.

Whereas by indenture of bargain and sale bearing date the ninth day of April, in the year of Our Lord one thousand eight hundred and thirty-six, the lot or parcel of land hereinafter described or set forth was, for the consideration therein mentioned, conveyed to us the said George Herchmer Markland and William Hepburn, and one John Henry Dunn, since deceased, by James Givins, then of the City of Toronto, Esquire, upon trust for the Mississaga Tribe of Indians residing at the Rice and Mud Lakes; and whereas, owing to the decease of the said John Henry Dunn, the trust aforesaid has become vested in us the said George Herchmer Markland and William Hepburn by survivorship; and whereas it has become expedient that the said trust so created as aforesaid should be transferred to the Crown, and for that purpose it has

been directed by the Governor General of the said Province of Canada that we, the said George Herchmer Markland and William Hepburn, should surrender all our estate, right, title and interest of, in and to the said parcel of land, derived under and by virtue of the said in part recited conveyance, upon the like trusts as we now hold the same. Now know ye, that we, the said George Herchmer Markland and William Hepburn, in consideration of the premises, and also in further consideration of the sum of five shillings to us in hand well and truly paid by Her Majesty Queen Victoria (the receipt whereof is hereby acknowledged), have surrendered and yielded up and by these presents do surrender and yield up all the estate, right title and claim whatsoever which we, the said George Herchmer Markland and William Hepburn have under and by virtue of the said in part recited trust conveyance, of in and to all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland, in the District of Newcastle, being composed of township lot number nine, in the tenth concession of the Township of Otonabee, in the County of Northumberland, in the late Newcastle District, containing by admeasurement two hundred acres of land, be the same more or less, and said parcel or tract of land may be better described and known as follows:—

Commencing where a post has been planted at the south-east angle of the east half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning.

Commencing also where a post has been planted at the south-west angle of the west half of said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links, more or less, to the centre of said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the west half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty three links and a-half more or less, to the place of beginning, containing two hundred acres of land as aforesaid, together with the appurtenances thereto belonging. To have and hold the same unto Her said Majesty the Queen, Her heirs and successors forever, upon trust nevertheless for the use and benefit of the hereinbefore mentioned tribe of Indians as aforesaid.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this thirty-first day of January, in the year of Our Lord one thousand eight hundred and fifty-six.

Signed, sealed and delivered)	GEORGE H. MARKLAND. [L.S.]
in the presence of }	
W. A. GEDES,	

Witness to the signature "George H. Markland."

A memorial to be registered pursuant to the statute in such case made and provided of an indenture of surrender bearing date the thirty-first day of January, in the year of Our Lord one thousand eight hundred and fifty-six, whereby, after reciting, as is therein recited, it is witnessed that the Honourable George Herchmer Markland, of the City of Kingston, in the County of Frontenac, Esquire, and William Hepburn, of the City of Montreal, in the Province of Lower Canada, for the consideration therein mentioned did surrender and yield up unto Her Majesty Queen Victoria all that certain parcel or tract of land situate as follows: Comprising township lot number nine in the tenth concession of the Township of Otonabee, in the County of Northumberland in the late Newcastle District, containing by

admeasurement two hundred acres of land, be the same more or less, and which said parcel or tract of land may be better described and known as follows: Commencing where a post has been planted at the south-east angle of the east half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of said lot; thence south seventy-four degrees five minutes west thirty-three links and a half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a half, more or less, to the place of beginning. Commencing also where a post has been planted at the south-west angle of the west half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty-three chains, more or less, to the southern limit of the west half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half, more or less, to the place of beginning, containing two hundred acres of land as aforesaid, together with all the appurtenances thereto belonging unto Her said Majesty Queen Victoria, and Her successors forever, which said surrender, as to the execution thereof by the Honourable George Herchmer Markland, is witnessed by William Allan Geddes, of the City of Kingston, aforesaid, Esquire, and is hereby required to be registered by us, the said George Herchmer Markland.

As witness my hand and seal this thirty-first day of January, in the year of Our Lord one thousand eight hundred and fifty-six.

Signed, sealed and delivered in }
 presence of us: }
 W. A. GEDDES,
 WILLIAM SMITH.

GEORGE H. MARKLAND [L.S.]

COUNTY OF FRONTENAC, }
 To WIT: }

William Allen Geddes, of the said City of Kingston, Esquire, within named, maketh oath and saith that he was present and did see the said indenture of surrender duly signed, sealed and delivered by the within named George Herchmer Markland, and also did this memorial thereof, signed, sealed and executed by the within named George Herchmer Markland, and that this deponent is a subscribing witness to both said instruments.

Sworn before me at the City of Kingston, }
 in the County of Frontenac, this 31st day }
 January, A.D. 1856. }

GEO. S. MOWAT,
 A. Com. in B. R. in and for said County.

W. A. GEDDES.

KNOW ALL MEN BY THESE PRESENTS that we, Thomas Naine-kish-kung, James Bigwind, George Young, Joseph Snake, John Aisence and Peter Gadeque-quum, Chiefs and Principal Men of the Tribe of the Chippewa Indians residing on the shores

of Lakes Couchiching, Simcoe and Huron, in the Province of Canada, as representing them, as well as on behalf of our people and children for all time to come, do hereby, for the purposes hereinafter expressed, cede, surrender, convey and make over, wholly and unreservedly unto Our Most Gracious Sovereign Queen Victoria and Her successors, all right, title, interest, claim or demand, of, in, to or out of all and singular those four islands in Lake Simcoe known by the names of Plum Island, Pa-push-quan Island, Sain-gau-be-quon-daig Island, and Esh-put-e-nang Island, also that one island in Lake Couchiching known by the name of Pumpkin Island, and also all and singular all those islands lying and being in the Georgian Bay, Lake Huron, heretofore claimed by our tribe, together with all the hereditaments, privileges and appurtenances thereto belonging (saving and excepting always those three islands situate, lying and being in the said Georgian Bay, Lake Huron, and forming a part of that group of islands called and known by the name of the "Christian Islands," which three islands hereby excepted and reserved to our own use and behoof forever, shall, within six months from the date hereof, be chosen and selected by the members of our tribe and duly reported to the Superintendent General of Indian Affairs for the information of His Excellency the Governor General of the Province of Canada), upon trust that Her Most Gracious Majesty Queen Victoria, or the administrator of Her Government in this Province, shall sell and dispose of, or cause to be sold and disposed of, the whole of the beforementioned islands situate, lying and being in Lakes Simcoe and Couchiching, as well as all those islands which have heretofore been claimed by our tribe and which are situate, lying and being in the Georgian Bay, Lake Huron, aforesaid (with the exception and reservation as before stated), as speedily as possible, and the proceeds of such sale or sales to be invested and funded in perpetuity for the use, benefit and behoof of us the said Thomas Naine-kish-kung, James Bigwind, George Young, Joseph Snake, John Aisence and Peter Gade-que-quum, Chiefs aforesaid, and as representing the tribe of Chippewa Indians aforesaid, and the interest of such money so to be invested as aforesaid shall be paid over annually to us, our people and children, in all time coming.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifth day of June, in the year of Our Lord one thousand eight hundred and fifty-six.

(This instrument is not to be in force or valid unless it meet with the approval of His Excellency the Governor General.)

Signed, sealed and delivered in the presence of (having been read over, explained and interpreted, which they appeared perfectly to understand):

DAVID LAING SANSON,
ADAM PATERSON,
JOHN BEATTIE,
THOMAS SHILLING,
JOSEPH NANEGESHKUNG,
Interpreter.

}	THOMAS NANEGESHKUNG, by his son	
	JOSEPH NANEGESHKUNG,	[L.S.]
	JAMES BIGWIND, (totem)	[L.S.]
	GEORGE YOUNG, (totem)	[L.S.]
	JOSEPH SNAKE, (totem)	[L.S.]
	JOHN AISENCE, (totem)	[L.S.]
	PETER GADE-QUE-GUN, (totem)	[L.S.]

We, Thomas Naini-kish-kung, Joseph Nanegeshkung, James Bigwind, George Young, Joseph Snake, John Aisence and Peter Gade-que-quon, Chiefs and Principal Men of the Tribe of the Chippewa Indians residing on the shores of Lakes Couchiching, Simcoe and Huron, in the within instrument mentioned, and as acting for and on behalf of our people and children, do hereby choose, select and reserve for the use and behoof of our people and children, in all time coming, the following islands hereinafter named, situate, lying and being in the Georgian Bay, Lake Huron, namely, Esh-quakin-daig Island, Na-tow-wang-ga Island and Christian Island, with all the heredita-

ments, privileges and appurtenances thereto belonging for ever. As witness our hands and seals this 5th day of June, A.D. 1856.

Signed, sealed and delivered in }
the presence of:

DAVID LAING SANSON,

ADAM PATERSON,

JOHN BEATTIE,

THOMAS SHILLING,

JOSEPH NANEGESHKUNG,

Interpreter.

Certified to have been executed }
in my presence.

T. G. ANDERSON,

S.I.A.

THOMAS NANEGESHKUNG, by his son

JOSEPH NANEGESHKUNG, [L.S.]

JAMES BIGWIND, (totem) [L.S.]

GEORGE YOUNG, (totem) [L.S.]

JOSEPH SNAKE, (totem) [L.S.]

JOHN AISENCE, (totem) [L.S.]

PETER GADE-QUE-GUNN, (totem) [L.S.]

COPY of a Report of a Committee of the Honourable the Executive Council, dated the 12th July, 1856, approved by His Excellency the Governor General in Council on the 14th July, 1856.

On a report dated 12th June, 1856, from the Superintendent General of Indian Affairs, transmitting for sanction a deed of surrender bearing date 5th June, 1856, from Thomas Naine-kish-kung and others, Chiefs and Principal Men of the Tribe of Chippewa Indians residing on the shores of Lakes Couchiching, Simcoe and Huron in this Province, in favour of the Crown, of about 1,150 acres of land or upwards, consisting of four islands in Lake Simcoe, one in Lake Couchiching, and all the islands except three claimed by the Chippewas in the Georgian Bay; and stating that the only conditions attached to the surrender are that a sufficient sum out of the principal arising from the sales to build a church be given to the Indians surrendering; the residue to be invested for their benefit, and the interest paid annually to them; and secondly, that a duplicate copy of the surrender be given to the Chiefs.

The Committee recommend that the deed of surrender be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and Provincial Registrar.

Certified.

WM. H. LEE,

C. E. C.

To the Honourable

The Provincial Registrar,

&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 2nd August, 1856.

I hereby certify that the foregoing surrender, together with the minute in Council thereon, have been entered upon the records of this office, in Lib. C. S. Surrenders to the Crown, Folio 149.

THOS. AMIOT,

Depy. Regr.

Nos. 77 and 78.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, John Sunday, John Simpson, Jacob Sunday, John Pigeon, Joseph Skunk, Thomas Frasure and James Indian, Chiefs and Principal Members of that portion of the Mississauga Tribe of Indians formerly living on "Grape Island," in Lake Ontario, but now settled and

residing in the Township of Alnwick, in the Newcastle District, Province of Canada, in general council assembled, as well for ourselves as for each and every member of that portion of the Mississaga Tribe of Indians to which we belong or form a part, for the consideration hereinafter mentioned and stipulated, do hereby freely, fully and voluntarily surrender, convey and forever quit claim, to Our Most Gracious Sovereign Lady Queen Victoria and Her successors, in trust, to be sold or otherwise disposed of, to the best advantage for ourselves and our descendants for ever, all and singular those islands lying and situate in the "Bay of Quinté," on Lake Ontario, Weller's Bay and in the River St. Lawrence; and also, all points and parcels of land claimed by us on the mainland which have not heretofore been ceded to the Crown, save and except the land claimed and now occupied by our tribe in the said Township of Alnwick; the principal arising from such sales to be safely funded and the interest accruing therefrom to be paid annually to us and our said descendants for all time to come.

This instrument must be immediately submitted for the consideration of our Great Father the Governor General, and unless His Excellency is pleased to approve of the foregoing arrangement, it must be and remain null and void to all intents and purposes.

IN WITNESS WHEREOF, we have hereunto set our hands, seals and totems at our village in Alnwick, this nineteenth day of June, A.D. one thousand eight hundred fifty-six.

Signed and sealed in our
presence, after having
been read and fully ex-
plained to the Council.
JOHN S. GRAFTON.

JOHN SUNDAY, (totem)	[L.S.]
JOHN SIMPSON, (totem)	[L.S.]
JACOB SUNDAY, (totem)	[L.S.]
JOHN PIGEON, (totem)	[L.S.]
JOSEPH SKUNK, (totem)	[L.S.]
THOMAS FRASURE, (totem)	[L.S.]
JAMES INDIAN, (totem)	[L.S.]

JOHN STORM, (totem),
THOMAS MARSDEN,
JOHN RICE,

Interpreter.

Certified to have been executed }
in my presence: }
T. G. ANDERSON,
S. I. A.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 4th August, 1856.

I hereby certify that the foregoing surrender hath been this day entered upon the records of this office in Lib. C. S. Surrenders to the Crown, Folio 153.

THOS. AMIOT.
Deputy Registrar.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned George Paudaush, John Crow, Robert Soper, Peter Nogee, John Bigman, Jacob Crane, James McCue, Peter Patchey, Isaac Irons and Joseph Muskrat, Chiefs and Principal Men forming a part of the Mississaga Tribe of Indians settled and inhabiting the borders of Rice Lake, Mud Lake, and Scugog Lake, in the Newcastle and Colborne Districts, Province of Canada, in General Council assembled, as well for ourselves as for each and every member of that portion of the Mississaga Tribe of Indians to which we belong or form a part, for the consideration hereinafter mentioned and stipulated, do hereby freely, fully and voluntarily surrender, convey and forever quit claim to Our Most Gracious Sovereign Lady Queen Victoria and Her successors, in trust, to be sold or otherwise disposed of to the best advantage for ourselves and our descendants

forever, all and singular the islands and*mainland lying and situate in the Newcastle and Colborne Districts, including the islands in Rice Lake which have not heretofore been ceded to the Crown, save and except the lands now occupied by our tribe and known as the Indian reservations on the borders of Rice, Mud and Scugog Lakes in the aforesaid districts, the principal arising from such sales to be safely funded and the interest accruing therefrom to be paid annually to us and our said descendants for all time to come.

The instrument must be immediately submitted for the consideration of our great Father the Governor General, and unless His Excellency is pleased to approve of the foregoing arrangement, it must be and remain null and void to all intents and purposes.

IN WITNESS WHEREOF, we have hereunto set our hands, seals and totems at Mud Lake, this 24th day of June, A.D. one thousand eight hundred and fifty-six.

Signed and sealed in our presence, after	GEORGE PAUDASH, (totem)	[L.S.]
having been read and fully explained }	JOHN CROW, (totem)	[L.S.]
to the Council:	ROBERT SOPER, (totem)	[L.S.]
JNO. SHORT,	PETER NOGEE, (totem)	[L.S.]
LUKE T. SKYE,	JOHN BIGMAN, (totem)	[L.S.]
M. G. PAUDASH, <i>Interpreter.</i>	JACOB CRANE, (totem)	[L.S.]
JOHN FAWN,	JAMES McCUE, (totem)	[L.S.]
JAMES SCHOFIELD,	PETER PATCHEY, (totem)	[L.S.]
WILLIAM MARSDEN,	ISAAC IRONS, (totem)	[L.S.]
JACOB CRANE, Jr.	JOSEPH MUSKRAT, (totem)	[L.S.]

Certified to have been executed in my presence.

T. G. ANDERSON,
S. I. A.

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 4th August, 1856.

I hereby certify that the foregoing surrender hath this day been entered upon the records of this office in Lib. C. S. Surrenders to the Crown, Folio 154.

THOS. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,

TORONTO, 18th February, 1857.

Entered upon the records of this Department in L. W. No. 39.

Copy of a Report of a Committee of the Honourable the Executive Council, dated the 12th July, 1856, approved by His Excellency the Governor General in Council on the 14th July, 1856.

On a report from the Superintendent General of Indian Affairs, submitting two surrenders made by the Mississagua Indians of Rice and Mud Lakes, and by the Mississaguas of Alnwick, of certain lands and islands which they claim.

The Superintendent General states that the above surrenders were obtained by Captain Anderson in June last; that the only stipulations attached to them are that the monies arising from the sale of such surrendered lands may be invested for the benefit of the bands surrendering, and that a duplicate of the instrument be given to such bands.

That the surrender by the Mississaguas of Mud and Rice Lakes comprises the islands in Rice Lake hitherto surrendered, and all the islands and mainland lying and situate in the Newcastle and Colborne Districts, except the reservations on the shores of Rice, Mud and Scugog Lakes.

That some of these islands are valuable, one in Balsam Lake containing 1,000 acres. That some doubts exist as to whether these islands were or were not included in a former surrender, but that there does not seem to be any objection to deciding the matter by accepting the present cession.

That the Mississaguas of Alnwick cede the islands belonging to them in the Bay of Quinté, Lake Ontario, Weller's Bay and the River St. Lawrence, and certain parcels of territory on the mainland.

That to the islands in the Bay of Quinté and Lake Ontario their title is undisputed. That the ground on the mainland and the islands in the St. Lawrence, are claimed by other parties.

He therefore suggests that in accepting this surrender it would be advisable to insert a stipulation that the covenant as to the investment of the proceeds for the benefit of the Mississaguas of Alnwick should be held binding only so far as the title of that band shall be found to be good, but that they shall be considered as having now waived all right hereafter to raise claims to these surrendered lands, this cession being considered final as regards them.

The Committee recommend that the surrenders be accepted in the manner and upon the conditions suggested by the Superintendent General, and that they be recorded in the offices of the Commissioner of Crown Lands and of the Provincial Registrar respectively.

Certified.

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 4th August, 1856.

I hereby certify that the foregoing Minute in Council, together with the two accompanying surrenders, have respectively been entered upon the records of this office in Lib. C.S., folios 152, 153, 154, 155.

THOS. AMIOT,
Deputy Registrar.

No. 79.

To all to whom these presents shall come:—

Be it known that whereas Peter Jones Kecedonce, George A. Tabegwun, John Thomas Wabatick, John Snake, Abner Elliot, John Johnson and Charles Keeshick, on the part of the Chippewa Indians residing at Nawash, Owen Sound; and Baptist Beauvin, a Mohawk Indian, residing on the Caughnawaga Tract, on the north shore of Owen Sound, on the part of the three Caughnawaga families who remain located on said tract, were appointed by their respective people at a full Council to proceed as a deputation to Toronto, for the purpose of treating with their Father the Governor General for a surrender of the reserve which they respectively occupy.

And whereas the contemplated treaty between the Crown and the said Nawash Indians for the surrender of the aforesaid reserve has been this day made and executed, it is deemed by all the parties named desirable that the said Caughnawaga families should also surrender and yield up to the Crown the lands which they occupy in the aforesaid Caughnawaga settlement, and remove to Cape Croker with the Nawash Band, and it is therefore agreed upon by all the contracting parties that the said

three Caughnawaga families consisting of fifteen persons, including men, women, and children, shall and hereby do yield up the said three lots, to wit: thirteen, seventeen, and eighteen, to the Crown, for the purpose of being sold in common with other surrendered land, for the benefit of the Chippewa Indians of Nawash, and will remove therefrom when required by the Governor General to do so, and the members of the Nawash Tribe do hereby admit the said Caughnawaga Indians to a full share and participation in all revenues and privileges enjoyed or to be enjoyed by the said Nawash Band.

It is further agreed that the heads of the said three Caughnawaga families, viz., Baptiste Beauvin, Louis Beauvin and Michel Montour shall be entitled to receive out of the first payment by the purchasers of said land the appraised value of their respective buildings and other improvements, also the further sum of ten pounds per head to each member of their respective families, and on removing to Cape Croker they will be located on twenty-five acre lots in like manner as is agreed upon by the treaty already named. Provided always, that this agreement shall not be held as binding unless the majority of the Nawash Band concur therein, which concurrence or dissent from it is required to be expressed before Richard Carney, Esquire, within one month from this date.

In Testimony Whereof, the parties hereunto affix their hands and seals, at Toronto, this ninth day of February, one thousand eight hundred and fifty-seven.

Read, explained through the interpreters. Signed, sealed and delivered in presence of us:

W. R. BARTLETT,
MICHAEL TURNOR,
S. Y. CHESLEY.

PETER JONES KEGEDONCE (totem),	[L.S.]
GEORGE A. TABAGWUN (totem),	[L.S.]
JOHN T. WABATICK (totem),	[L.S.]
JOHN SNAKE (totem),	[L.S.]
ABNER ELLIOT,	[L.S.]
JOHN x JOHNSON,	[L.S.]
CHARLES KEESHICK,	[L.S.]
BAPTIST x BEAUVIN,	[L.S.]

Approved,

R. T. PENNEFATHER,
Supt. Gen'l.

No. 80.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs, Headmen, and Warriors of the respective bands of Ojibway Indians, located at the villages of Saugeen and Nawash, on the Saugeen Peninsula, that for and in consideration of the natural love and affection which we have for our Indian brothers located on the reserve on Colpoy's Bay, on said Peninsula, have hereby agreed to give, grant, alien, release and confirm, and by these presents we do give, grant and bequeath unto our Indian brothers on the said reserve, and to their heirs and assigns forever, all and singular our interest in that certain parcel or tract of land situate, lying and being at the head of Colpoy's Bay, on the said Peninsula, now in occupation of our Indian brothers, known as the Colpoy's Bay Band of Indians, as shown on the drafts or plans of the said Saugeen Peninsula, together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the same unto the said band of Indians, their heirs or assigns, to their own use and behoof forever.

We, the aforesaid Chiefs, Headmen and Warriors, do make this gift subject to the approval of our Great Father the Governor General. At the same time we hope that our Great Father will sanction this our bequest to our Indian brothers, and will confirm it unto them by such writings as may be considered necessary for the purpose.

IN WITNESS WHEREOF we have hereunto affixed our names and totems this sixteenth day of January, one thousand eight hundred and fifty-seven.

Signed and executed in pre-
sence of }

THOMAS STAG, *Chief.*
JOHN H. BEATTY, *Intr. and*
writer.
JOHN SMITH, *Chief.*
JOSEPH JONES.
PETER YORK, *Intpr.*

Owen Sound Indians:

PETER JONES x KEGEDONCE, (totem)
GEORGE x ARTHUR TABEQWUN, (totem)
JOHN x JOHNSTON, (totem)
JOHN THOMAS x WAHBAHTICK, (totem)
JAMES x NAWASH, (totem)
CHARLES KEESHICK, (totem)
LOUIS x JOHNSTONE,
JOSEPH x NAHBEQUON,
PETER x WABIZE,
WILLIAM x WANKEY,
FRANCIS x ONUHGEWUN,
PETER x KEESHICK,
DOMINICK x JOHNSTON,
MOSES x MONEDOQUIWIS,
DANIEL x ELLIOTT,
DAVID x NAWASH,
THOMAS x SOLOMON,
DAVID T. x WAHBAHTICK,
JOSEPH x MESHEKAKAKE,
ABNER x ELLIOTT,
JOHN x SNAKE,
WILLIAM ANGUS,

Signed and executed in our
presence: }

JOHN H. BEATTY,
Interpreter and writer.

JOHN SMITH, *Chief.*
JOSEPH JONES.

Saugeen Indians:

CHIEF ALEXANDER x MADWAYOSH, (totem)
CHIEF JOHN x JOHNSTON, (totem)
CHIEF JOHN x WADAUWEGWON, (totem)

Warriors:

THOMAS x PAPEWMOSH,
JOHN x AUGE-GAW-BOW,
JOHN x MANE-DO-WEB,
THOMAS x NAU-WAN-KWA,
JOHN x NA-DWASHUMD,
JOSEPH x AUSHAHWANSEGA,
SIMPSON x QUAKEGESHIG,
CHARLES x NASHAWKEWAWEAONG,
JACOB x MESHAUBOOG,
HENRY x MADWAYOSH,
AARON x PANYASHEGWAWDENG,
JOHN x AU-WON-AU-GOAT,
ISAAC x SANEGWABISH,
JAMES x ANDANSONOGOKOG,
KANBE x KE-SHE-QUOT,
JOHN x NADWASHEMUD,
JAMES x WEGNOOS,
JOHN x WESLEY.

Approved:

R. T. PENNEFATHER,
Superintendent-General.

No. 80½.

KNOW ALL MEN BY THESE PRESENTS that we, David Wawanosh, Joshua Wawanosh, Andrew Nageshig, Johnson Wapugais, William Pamussung and George Ashquawonabie, Chief and Principal Men of the Tribe of Chippewa Indians, claiming to be the possessors of a certain island in the River St. Clair, called Stag Island, containing about sixty acres, more or less, do hereby surrender and yield up unto Her Most Gracious Majesty, Victoria, Queen of the United Kingdom of Great Britain and Ireland, Her heirs and successors, for ever, all our claim, right, interest and property, and demand whatsoever, both in law and in equity, of, in and to the aforesaid island, called Stag Island.

To the end and purpose that Her Majesty, or Her assigns, may be graciously pleased to grant the said Stag Island unto David McCall, of the Town of Sarnia, in the County of Lambton, Province of Canada, Esquire.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our totems, at Sarnia, in the County of Lambton aforesaid, this nineteenth day of January, in the year of Our Lord, one thousand eight hundred and fifty-seven.

Signed and sealed in our presence, after being first read and explained:

FROOME TALFOURD, *S.I.D.*

JOHN S. THORNTON.

DAVID WAWANOSH, (totem)	[L.S.]
JOSHUA WAWANOSH, (totem)	[L.S.]
ANDREW NAGESHIG, (totem)	[L.S.]
JOHNSON WAPUGAIS, (totem)	[L.S.]
WILLIAM PAMUSSUNG, (totem)	[L.S.]
GEORGE ASHQUAWONABIE, (totem)	[L.S.]

Copy of a Report of a Committee of the Honourable the Executive Council, dated 28th January, 1857, approved by His Excellency the Governor General in Council on the following day.

On a communication from the Superintendent General of Indian Affairs, dated 23rd January, 1857, transmitting the deed of surrender from the Chiefs and Principal Men of the Chippewas of Sarnia of a certain island in the River St. Clair, called Stag Island, to Her Majesty the Queen, to the end and purpose that it may be granted to David McCall, of the Town of Sarnia, and requesting that the surrender may be accepted and entered upon the records of the Commissioner of Crown Lands and of the Provincial Registry.

The Committee recommend that the surrender be accepted and entered upon the records of the Commissioner of Crown Lands and of the Provincial Registry.

Certified.

WM. H. LEE,
C.E.C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 3rd February, 1857.

I hereby certify that the foregoing surrender, together with the Minute in Council thereon, have this day been entered upon the records of this office in Lib. C. S., Folio 162.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
TORONTO, 19th February, 1857.

Entered upon the records of this Department in L. W. No. 39.

No. 81.

THIS INDENTURE, made this fourth day of July, in the year of Our Lord one thousand eight hundred and fifty-six, between Powlis Claus, Brant Brant, Chiefs of the Mohawk Nation, on the Bay of Quinté, and Abraham Brant, Alexander Loft, Seth W. Hill, Thomas Claus and James Maracle, Councillors for the said Nation, on the Bay of Quinté, and this day assembled in Council, of the first part, and Our Sovereign Lady Queen Victoria, of the second part.

Witnesseth: that the party of the first part for divers good causes and considerations them thereto moving, have, and each of them as well in respect of themselves as of the Mohawks of the Bay of Quinté, whom they represent, surrendered, relinquished and yielded up, and hereby do surrender, relinquish and yield up upon trust for sale thereof unto Her said Majesty, Her heirs and successors, all that certain parcel of land, being part of lot number four, in the second concession of Tyendinaga, in the County of Hastings, containing by admeasurement eighteen acres be the same more or less, and butted and bounded as follows:—

Commencing at the south-easterly shore of the Salmon River, in the limit between lots numbers four and five in said concession; then south sixteen degrees east twelve chains thirty links, more or less, to where a post has been planted; then south eighty-two degrees thirty minutes west twenty chains thirty-eight links, more or less, to the limit between lots numbers three and four in said concession; then north sixteen degrees west six chains fifty links, more or less, to the Salmon River; then north-easterly, following the shore of said river up stream, twenty-one chains, more or less, to the place of beginning. Also lots numbers thirty-two, thirty-three, thirty-four and thirty-five in the ninth concession of the said Township of Tyendinaga, containing in all eight hundred acres of land with the appurtenances. To hold the same to our said Sovereign Lady the Queen, Her heirs and successors for ever.

IN WITNESS WHEREOF, we, the said Chiefs and Councillors, have hereto set our hands and seals the day and year aforesaid.

Signed, sealed and delivered in }
presence of }
L. WALLBRIDGE.

POWLIS CLAUS,	[L.S.]
his	
BRANT X BRANT,	[L.S.]
mark.	
ABRAHAM BRANT,	[L.S.]
ALEXR. LOFT,	[L.S.]
SETH W. HILL,	[L.S.]
THOS. CLAUS,	[L.S.]
JAMES MARACLE.	[L.S.]

Certified to have been executed in my presence.

T. G. ANDERSON,

S. I. A. 7

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 14th July, 1856, approved by His Excellency the Governor General in Council on the 15th July 1856.

On a surrender by the Mohawks of the Bay of Quinté of certain lands in Tyendinaga, and near Shannonville.

The Superintendent General of Indian Affairs reports that this surrender consists of about 800 acres in Tyendinaga and of 18 acres adjoining the town plot of Shannonville. No conditions are attached to the cession, beyond the usual one of investing the capital derived from the sale of the land and paying the interest to the tribe surrendering, and that there does not seem to be any objection to accepting the surrender.

The Committee recommend that the surrender be accepted, and be enrolled in the usual manner in the offices of the Commissioner of Crown Lands and of the Provincial Registrar, respectively.

Certified.

WM. H. LEE,
C. E. C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 5th March, 1856.

I hereby certify that the foregoing surrender, together with the Minute in Council hereto annexed, have been respectively entered upon the records of this office, in Lib. C.S., Folio, 156.

THOS. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
TORONTO, 20th February, 1857.

Entered upon the records of this Department in L. W. No. 39.

No. 82.

To all to whom these presents shall come:

We, the undersigned Chiefs and Warriors, on behalf of the people of the Newash Band of Chippewa Indians residing at Owen Sound, send greeting.

Whereas we and our people having the fullest confidence in the paternal care and good intentions of our kind Father the Governor General towards all his Indian children; and foreseeing the great benefits that we and our posterity are likely to derive from the surrender of a large portion of our reserve, in the year of Our Lord one thousand eight hundred and fifty-four, we have, after mature consideration, in several full councils held at our village of Newash, arrived at the conclusion that it will be to our advantage to place at the disposal of Our Father the Governor General the land upon which we now reside, commonly known as the Newash or Owen Sound Reserve, in order that he may cause the same to be sold for our benefit. Be it therefore known that we, Peter Jones Kegedonce and George A. Tabegwun, Sachem Chiefs, John Thomas Wabatick, John Snake, Abner Elliot, John Johnson and Charles Keeshick, Interpreter, Councillors and Principal Men of the Newash Band, for and on behalf of our said tribe, do hereby surrender, make over and convey to Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all and singular that certain tract or parcel of land and premises situate, lying and being on the westerly side of the Owen Sound in the Georgian Bay, known as the Newash Reserve, and containing about ten thousand acres of land, be the same, more or less, which tract of land is butted and bounded and otherwise known and described as follows, viz.: On the north-east by the water of Owen Sound, on the north-west by the head line road between the seventeenth and eighteenth concessions of the Township of Keppel and the southerly boundary of the lands lately occupied by the Caughnawaga Indians, on the south-west by a straight line as represented by Mr. Rankin's plan of survey, being the boundary between said reserve and the said Township of Keppel, and on the south-east by the head line between concession A of Keppel and the strip of lands surrendered in the year one thousand eight hundred and fifty-one.

To have and to hold the said land and premises, with all and singular its hereditaments and appurtenances, to Her said Majesty Queen Victoria, Her heirs and successors forever, to the intent and purpose that Her said Majesty, her heirs and

successors, may sell and dispose of the same for the sole use and benefit and behoof of us, the aforesaid Newash Band of Indians and our posterity forever, subject, however, to such deductions for defraying the expense of survey and the subsequent management of the sale of the land as are incidental by a general rule to all other Indian lands, and also to the following conditions, viz.:

1st. That so soon as the above named reserve shall be sold and we are required to remove from it there shall be assigned to each Indian family, constituted as such before the year one thousand eight hundred and sixty, a lot of twenty-five acres, surveyed for the purpose, in our reserve at Cape Croker, exclusive occupation and right of cultivation of such lot is thus assigned to each Indian family, so long as the unity of the family is retained, but upon the breaking up of any such family or the extinction of its males, or its separation from the tribe by migration it will be competent for the Governor General to re-assign or reserve any lot so vacated for the best advantage of the tribe at large.

2nd. That the sum of one thousand pounds shall be advanced from the proceeds of the first sale of the aforesaid tract for the erection of frame dwelling houses at Cape Croker, of dimensions similar to those we now occupy at Newash, to be built under the direction of the Indian Department, and that afterwards from three to five houses shall be erected annually at said place until each individual having a right to a house shall be supplied, the expense of these last mentioned to be borne from our annuity or interest funds.

3rd. That each individual of the tribe now participating in our annuity shall receive ten pounds from the proceeds of the first instalment paid on the land to be sold, and the tribe shall further be entitled hereafter to receive from the principal arising from such sale (should circumstances render it necessary) a sum sufficient to build a church or for such other permanent improvement as the Governor General may approve of.

4th. That one acre be reserved and set apart for a burying ground.

The foregoing arrangement must be and remain null and void to all intents and purposes, unless it receive the assent of His Excellency the Governor General in Council.

IN TESTIMONY WHEREOF, we, the aforesaid Chiefs and Councillors, have hereunto affixed our names and totems in signification of our assent and concurrence to the foregoing surrender, at the City of Toronto, this ninth day of February, in the year of Our Lord one thousand eight hundred and fifty-seven.

Read, explained through the interpreter, signed, sealed and delivered in presence of us

MICHAEL TURNOR,

W. R. BARTLETT,

E. J. CHESLEY.

R. T. PENNEFATHER,

Supt. Genl., [L.S.]

S. Y. CHESLEY, [L.S.]

PETER JONES KEGEDONCE, (totem) [L.S.]

GEORGE ARTHUR TABEGWUN, (totem) [L.S.]

JOHN THOMAS WABATICK, (totem) [L.S.]

JOHN SNAKE, (totem) [L.S.]

ABNER ELLIOTT, [L.S.]

JOHN X JOHNSON, [L.S.]

CHARLES KEESHICK, [L.S.]

Copy of a Report of a Committee of the Honourable the Executive Council, dated the 18th February, 1857, approved by His Excellency the Governor General in Council on the same day.

On a report of the Superintendent General of Indian Affairs submitting for ratification by Your Excellency in Council a surrender to the Crown dated 9th February, 1857, from the Chiefs and Councillors of the Newash Band of Chippewa Indians residing at Owen Sound, in the Georgian Bay, of the tract or parcel of land

and premises situate on the westerly side of the Owen Sound, known as the Newash Reserve, and containing about ten thousand acres of land, upon certain conditions set forth in the deed of surrender.

The Superintendent General submits for the reasons stated in his report that it would be for the advantage both of the Indians themselves and the country at large to accept this surrender, with a view to the tract being immediately surveyed and laid open for settlement.

The Committee recommend that the surrender be accepted and enrolled in the offices of the Commissioner of Crown Lands and of the Provincial Registrar, with a view to the tract being immediately surveyed and laid open for settlement, as submitted by the Superintendent General of Indian Affairs.

Certified.

WM. H. LEE,
C. E. C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.,

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 20th February, 1857.

I hereby certify that the within surrender, together with the Minute in Council hereto annexed, have been entered upon the records of this office in Lib. C. S., Fols. 164, 165, 166, 167.

THOS. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
TORONTO, 10th March, 1857.

Entered upon the records of this Department in L. W. No. 39.

No. 83.

THIS INDENTURE sheweth that we, the undersigned Chiefs and leading men of the Delaware Nation of Indians residing on the Moravian Reserve, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Froome Talfourd, Esquires, acting on behalf of the Indian Department, of the second part, have agreed and do hereby agree that the aforesaid Indians of the first part surrender, yield and give up to Her Majesty the Queen, Her heirs and successors, in trust, to be sold for their benefit, the tract adjoining the River Thames, in the Townships of Zone and Orford, known as the Moravian Reserve, on the following conditions:—

Firstly: That a sufficient quantity shall be reserved for the purpose of being divided among the Indians of the first part in lots as shall be hereafter agreed upon.

Secondly: That each family to whom a farm shall be so allotted shall receive a written document giving to them and their children exclusive occupation of such lot.

Thirdly: That a house shall be built for each family who may be removed from their present farms on the tract now surrendered.

Fourthly: Any Indian family so removed shall receive the value of their improvements, as appraised by a competent party.

Fifthly: The whole proceeds of the sale of the tract now surrendered shall, after deducting the expenses incurred in carrying out the above recited conditions, be held in trust for the benefit of the Indians of the first part, and their children, for ever.

Sixthly: The interest so arising shall be payable half yearly to the Indians of the first part.

IN TOKEN WHEREOF, we have affixed our hands and seals to this surrender. Dated the ninth day of April, 1857, in duplicate.
Witnesses to the signatures:—

J. VOGLER,
L. E. VOGLER,

R. T. PENNEFATHER, *Supt. General.*
THOS. WORTHINGTON,
FROOME TALFOURD,
TIMOTHY SNAKE, X
JOHN PETER, X
PHILIP JACOBS,
JOHN HUFF, X
JOHN NORTON, X
WILLIAM NOAH,
MOSES STONEFISH, X
EDWARD WHITEYES, X
C. M. STONEFISH, X
JEREMIAH STONEFISH, X
JOHN JACOBS, X
SOLOMON LEWIS,
JOSHUA JACOBS,
RICHARD TOBIAS,
GOTLIEB TOBIAS,
NATHANIAL ANTHONY, X

COPY of a Report of a Committee of the Honourable the Executive Council, dated 2nd June, 1857, approved by His Excellency the Governor General in Council on the 3rd June, 1857.

On a communication from the Superintendent General of Indian Affairs, submitting for approval a surrender to Her Majesty the Queen, Her heirs and successors, by the Chiefs and leading men of the Delaware Nation of Indians of the Indian Reserve in the Townships of Orford and Zone, known as the Moravian Tract.

The terms of this surrender are as follows:—

1°. That a block shall be reserved to be divided into lots among the Indians of the band. The land selected is a piece two miles square, including their present village and church. This will give each family a small farm of about 35 acres.

2°. Each family shall receive a document giving them exclusive occupation of the farm so allotted to them.

3°. Each outlying family who may be removed into the reserved block shall have a house built for them by the Indian Department in lieu of that abandoned by them.

4°. Every such family shall receive the appraised value of their improvements.

5°. The proceeds of the sale of the land shall, after deducting all necessary expenses, be held in trust for the band surrendering.

6°. The interest of such money shall be paid half yearly.

The reserve now ceded contains about 30,000 acres of excellent land, and its surrender is of great importance to that part of the country. If the treaty be approved, every exertion will be made to bring the land into the market at an early day.

The Committee recommend that the surrender be accepted and enrolled in the offices of the Provincial Registrar and the Commissioner of Crown Lands.

Certified.

WM. H. LEE,
C. E. C.

To the Honourable
The Commissioner of Crown Lands,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 8th June, 1857.

I certify that the within surrender, together with the Minute in Council relating thereto and hereunto annexed, have been entered upon the records of this office in Lib. C. S., Folio 168.

THOS. AMIOT,

Deputy Registrar.

CROWN LAND DEPARTMENT,

TORONTO, 16th June, 1857.

Entered upon the records of this Department L. W. No. 39.

No. 83¹.

THIS INDENTURE sheweth that we, the undersigned Chiefs and leading men of the Delaware Nation of Indians, on behalf of our tribe residing on the Moravian Reserve, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Frome Talfourd, Esquires, acting on behalf of the Indian Department, of the second part, have agreed, and do hereby agree that the aforesaid Indians of the first part, surrender, yield and give up to Her Majesty the Queen, Her heirs and successors, in trust to be sold for their benefit, the tract adjoining the River Thames, in the Townships of Zone and Orford, known as the Moravian Reserve, on the following conditions:—

Firstly: That a sufficient quantity shall be reserved for the purpose of being divided among the Indians of the first part in lots as shall be hereafter agreed upon.

Secondly: That each family to whom a farm shall be so allotted shall receive a written document giving to them and their children exclusive occupation of such lot.

Thirdly: That a house shall be built for each family who may be removed from their present farms on the tract now surrendered.

Fourthly: Any Indian family so removed shall receive the value of their improvements as appraised by a competent party.

Fifthly: The whole proceeds of the sale of the tract now surrendered shall, after deducting the expenses incurred in carrying out the above recited conditions, be held in trust for the benefit of the Indians of the first part, and their children forever.

Sixthly: The interest so arising shall be payable half yearly to the Indians of the first part.

IN TESTIMONY WHEREOF, we have affixed our hands and seals to this surrender. Dated the fifteenth day of May, one thousand eight hundred and fifty-seven, in duplicate.

Signed in our presence:

JESSE VOGLER,

L. E. VOGLER.

R. T. PENNEFATHER, *Supt. Genl.*THOS. WORTHINGTON, *I. C.*

FROOME TALFOURD, [L.S.]

his
TIMOTHY X SNAKE, [L.S.]mark.
PHILIP X JACOBS, [L.S.]

H. I. SNAKE, [L.S.]

JOHN X PETER, [L.S.]

JOHN X HUFF, [L.S.]

CONRAD X TOBIAS, [L.S.]

WILLIAM NOAH, [L.S.]

MOSES X STONEFISH, [L.S.]

his
JOHN X JACOBS, [L.S.]

mark.

JOSHUA P. x JACOBS,	[L.S.]
JOHN P. x JACOBS,	[L.S.]
C. M. STONEFISH,	[L.S.]
EDWARD WHITEYE,	[L.S.]

No. 84.

To the Registrar of the County of Northumberland:

A memorial to be registered pursuant to the statute in such case made and provided, of an indenture of bargain and sale, bearing date the eighth day of February, in the year of Our Lord one thousand eight hundred and thirty-nine, between John Steele, of Cobourg, in the Newcastle District and Province of Upper Canada, Esquire, and Charles George Buller, of the Township of Hamilton, near Cobourg, aforesaid, Esquire, of the one part; and Samuel Peters Jarvis, of the City of Toronto, in the Home District of the Province aforesaid, Chief Superintendent of Indian Affairs in the said Province of Upper Canada, of the other part: whereby after reciting that whereas John William Bannister, late Chief Justice of His Britannic Majesty's Colony of Sierra Leone, in Africa, but now deceased, was in his life-time and at the time of his death, hereinafter mentioned, seized or otherwise well entitled to him and his heirs in fee simple of and to certain parcels or tracts of land and hereditaments with their appurtenances, and amongst others of the lands, tenements, hereditaments and premises hereinafter mentioned and described, and hereby granted, bargained, sold or otherwise conveyed and assured or intended so to be, and whereas the said John William Bannister departed this life at Sierra Leone, aforesaid, on or about the third day of August, in the year of Our Lord one thousand eight hundred and twenty-nine, leaving Saxe Bannister, his eldest brother and heir-at-law, him surviving. And whereas the space of six months and upwards elapsed after the decease of the said John William Bannister, and no claim was made or advanced upon or against the several pieces or tracts of land, hereditaments or premises hereby granted, bargained, sold, conveyed or assured, or intended so to be, or any part thereof, whereof the legal estate in and to the same, and all right, title, power, control and authority over the said parcels or tracts of land, hereditaments and premises, with their appurtenances, became and were vested in the said Saxe Bannister, as such heir-at-law as aforesaid. And whereas the said Saxe Bannister and Mary, his wife, being desirous to make, yield and dispose of all parcels or tracts of land, hereditaments and premises, with their appurtenances whatsoever, situate in the Province of Upper Canada, of which the said John William Bannister died seized or possessed of, or in which at the time of his decease he was beneficially interested, and which became vested as aforesaid in the said Saxe Bannister as heir-at-law as aforesaid to the said John William Bannister for certain indenture of bargain and sale, bearing date on or about the twenty-sixth day of August, in the year of Our Lord one thousand eight hundred and thirty-five, did for certain considerations therein mentioned grant, bargain, sell, convey and assure to one Thomas William Parkes, of South Square, Gray's Inn, in the County of Middlesex, in the Kingdom of England, his heirs and assigns (amongst other things), the parcels or tracts of land, hereditaments and premises, with their appurtenances, hereinafter described and hereby conveyed and assured or intended so to be. To have and to hold the same unto the said Thomas William Parkes, his heirs and assigns, upon trust for such person or persons, for such estates or interests, upon and for trusts, intents and purposes, and in such manner as the said Saxe Bannister by any deed or deeds, instrument or instruments in writing, under his hand and seal, or by his last will and testament, or any codicil or codicils thereto, should divide or appoint.

And whereas also by a certain other indenture of bargain and sale and conveyance bearing date on or about the twenty-eighth day of April, in the year of Our Lord one thousand eight hundred and thirty-eight and made between Thomas William Parkes of the first part, the said Saxe Bannister of the second part, and the said John Steele and Charles George Buller, of the third part; the said Thomas William Parkes, at

the request and by the direction and appointment of the said Saxe Bannister, testified by his being a party thereto and executing the same, did for certain considerations therein specified, grant, bargain, sell, transfer and convey, and by way of further assurance the said Saxe Bannister did grant, bargain, sell, transfer and convey and confirm unto the said John Steele and Charles George Buller, their heirs and assigns (amongst other things) those certain parcels or tracts of land and hereditaments, with their appurtenances, hereinafter described and hereby conveyed and assured or intended so to be, upon trusts and for ends, intents and purposes in the said last mentioned indenture of bargain and sale specified, and amongst other things as follows, that is to say: upon trust that they, the said John Steele and Charles George Buller, and the survivor of them and the heirs and assigns of such survivor, or any attorney by them or him lawfully authorized in that behalf, at and upon their or his own proper direction and authority, without any further or other consent or concurrence of or by the said Thomas William Parkes and Saxe Bannister or either of them, their or either of their heirs therein, is hereby given or expressed, should immediately upon the seating and delivery of these presents, or at any time or time hereafter whenever the said John Steele and Charles George Buller, or the survivors of them or the heirs or assigns of such survivor, shall think fit, make, yield and absolutely dispose of all and every the said pieces, parcels or tracts of land, hereditaments and premises either together in one lot or parcel or separately in several lots or parcels, and either by public or private contract, or partly by public sale and partly by private contract, and for price or prices or sum or sums of money as the said John Steele and Charles George Buller and the survivor of them and the heirs and assigns of such survivor, or any attorney by them or the survivor of them appointed shall think reasonable and proper. It is witnessed that the said John Steele and the said Charles George Buller for and in consideration of the sum of four hundred pounds lawful money of Upper Canada to them by the said Samuel Peters Jarvis in hand well and truly paid at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred, conveyed and confirmed, and by these presents do grant, bargain, sell, transfer, convey and confirm unto the said Samuel Peters Jarvis, his heirs and assigns forever, all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland and District of Newcastle, containing by admeasurement four hundred acres, be the same more or less, being composed of lots number four and five in the south Concession of the said Township of Otonabee, together with all the hereditaments and appurtenances thereto belonging, and their reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand whatsoever, either at law or equity, of them the said John Steele and Charles George Buller, of, in, to or out of the same, and every part and parcel thereof with the appurtenances. To have and to hold the same, with the appurtenances, unto the said Samuel Peters Jarvis, his heirs and assigns, to the only proper use, benefit and behoof of the said Samuel Peters Jarvis, his heirs and assigns for ever, but in trust nevertheless for the use and benefit of the Mississagua tribe of Indians of Kingston and the Bay of Quinté and their posterity for ever, and in which said indenture is a covenant that they, the said John Steele and Charles George Buller, had full power and authority to grant, alien, release and convey the said land and premises therein mentioned, freed and discharged of and from all manner of incumbrance, excepting any the reservations, limitations and conditions expressed in the original grant from the Crown, and that they the said John Steele and Charles George Buller, and the survivor of them and the heirs and assigns of such survivors, and all persons lawfully or equitably claiming by, from, through or under them or either of them, shall at every reasonable request and the costs and charges of the said Samuel Peters Jarvis, his heirs and assigns, make, do and execute all such lawful acts and deeds for the better assuring the said land and premises to the said Samuel Peters Jarvis, his heirs and assigns, in trust as aforesaid, as by any of them or any of their counsel learned in the law shall devise, advise and require, which said indenture is witnessed by George Strange Boulton, of Cobourg, in the Newcastle District

aforesaid, Esquire, and is hereby required to be registered by one of the grantors therein named.

Witness my hand and seal this twenty-first day of August, in the year of Our Lord one thousand eight hundred and thirty-nine.

Signed and sealed in the
presence of }

G. S. BOULTON,

R. M. BOUCHER.

C. G. BULLER, [L.S.]

George Strange Boulton, of the Town of Cobourg, Esquire, maketh oath and saith that he was present and saw the within named grantors, John Steele and Charles George Buller, duly execute the indenture to which the within memorial relates, as also that he was present and saw the within named Charles George Buller duly execute the said memorial, and that he, the deponent is a subscribing witness to both instruments.

Sworn before me at Cobourg }
aforesaid the 21st day of }
August, 1839. }

G. S. BOULTON.

R. M. BOUCHER,

Dep. Regr.

I certify that the affidavit required by law was by me duly administered to George Strange Boulton, a subscribing witness to the within, as well as to the indenture to which it relates.

R. M. BOUCHER,

Dep. Regr.

Registered 26th August, at 11 a.m., Liber M., Folios 11, 12, 13, 14, Memorial No. 5622.

R. M. BOUCHER,

Dep. Regr.

Nos. 85 and 86.

THIS INDENTURE sheweth that we, the undersigned Chiefs and Principal Men of the Chippewa Tribe of Indians residing on Walpole Island, in the St. Clair River, in the Province of Canada, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Froome Talfourd, Esquires, acting on behalf of the Indian Department, of the second part, have agreed and do hereby agree that the said Indians of the first part surrender and yield up to Her Majesty the Queen and Her successors in office all their right, title and property of and to a certain island situate, lying and being at the upper part of the River Detroit, called "Peach Island," to the end that the same may be sold for our benefit.

IN TOKEN WHEREOF we have hereunto affixed our hands and seals to this surrender this twenty-first day of July, 1857, in full Council at Walpole Island, River St. Clair, C.W.

Signed and sealed in our presence }
being first read and explained. }

ANDREW JAMIESON, *Missionary*,

PETER JACOBS, *Interpreter*,

W. R. BARTLETT,

Witness to the signatures of Mr. Penncefather and Mr. Worthington.

R. T. PENNEFATHER, *Supt.-General*.

THO. WORTHINGTON, *I.C.*,

FROOME TALFOURD, *S.I.A.* [L.S.]

PETER WEGEZHIG, (totem)

OSHUK-WUH-NOO, (totem)

KAH-YAH-GE-WAUSH, (totem)

NAWUH-JE-GEZHIG (totem)

THOMAS BUCKWHEAT, (totem)
 SHOW BOGEZHIG, (totem)
 PAH-EENCE, (totem)
 FREDERICK FISHER, (totem)
 PAH-DUH-SUNC, (totem)
 MESHUK-GWAK-NUH-AM, (totem)
 NA-TUK-WAUSH, (totem)
 KAH-YAUSHK, (totem)
 PA-SHAK-NUH-QUODT, (totem)

Recorded 2nd September, 1857, Lib. C. S., Fol. 173.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,

TORONTO, 10th September, 1857.

Entered upon the records of this Department in letters received No. 19, page 178.

THIS INDENTURE sheweth that we, the undersigned Chiefs and Principal Men of the Chippewa Tribe of Indians residing on Walpole Island, in the River St. Clair, in the Province of Canada, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Froome Talfourd, Esquires, acting on behalf of the Indian Department, of the second part, have agreed and do hereby agree that we, the said Indians of the first part, surrender and yield up to Her Majesty the Queen and Her successors in office, all our right, title and property of and to a certain island situate, lying and being in the River St. Clair, and called Keshebahahnelegoo Menesha, to the end that the same may be sold for our benefit.

IN TOKEN WHEREOF, we have hereunto affixed our hands and seals to this surrender this twenty-first day of July, 1857, in full council at Walpole Island, River St. Clair, C. W.

Signed, sealed and delivered in }
 our presence, being first read }
 and explained. }

ANDREW JAMIESON,
Missionary.

PETER JACOBS,
Interpreter.

W. R. BARTLETT,

Witness to the signatures of Mr. Pennefather and Mr. Worthington.

R. T. PENNEFATHER, *Supt. Genl.*,
 THOS. WORTHINGTON, *I.C.*,
 FROOME TALFOURD, *S.I.A.*, [L.S.]
 PETER WEGEZHIG, (totem)
 OSHUH-WUH-NOO, (totem)
 KAH-YAH-GE-WAUSH, (totem)
 NAWUH-JE-GEZHIG, (totem)
 THOMAS BUCKWHEAT, (totem)
 SHOW BOGEZHIG, (totem)
 PAH-EENCE, (totem)
 FREDERICK FISHER, (totem)
 PAH-DUH-SUNG, (totem)
 MESHUH-GWAH-NUH-AM, (totem)
 NA-TUH-WAUSH, (totem)
 KAH-YAUSHK, (totem)
 PA-SHAK-NUH-QUODT, (totem)

Recorded 2nd September, 1857, Lib. C.S., Fol. 171.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,

TORONTO, 10th September, 1857.

Entered upon the records of this Department in letters received No. 19, page 177.

COPY of a Report of a Committee of the Honourable the Executive Council, dated 28th August, 1857, approved by His Excellency the Administrator in Council on the following day.

On a report from the Superintendent General of Indian Affairs, submitting for approval two deeds of surrender executed by the Chippewas of the River St. Clair, respectively dated 21st July, 1857, yielding up all their right and title to a certain island called Keshabahahnelegoo Menesha, in the River St. Clair, and a certain other island called "Peach Island," at the upper part of the River Detroit, to the end that the same may be sold for their benefit.

The Superintendent General observes that these surrenders contain no stipulation other than that the lands may be sold for the benefit of the band surrendering, and he conceives that it would be well to take care that these islands should not pass into the hands of others than British subjects.

The Committee recommend that the surrenders be accepted and enrolled in the offices of the Provincial Registrar and of the Commissioner of Crown Lands.

Certified.

WM. H. LEE,
C. E. C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

Recorded 2nd September, 1857, Lib. C. S., Fol. 171 and 3.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,

TORONTO, 10th September, 1857.

Entered upon the records of this Department in letters received, No. 19, page 178.

No. 87.

THIS INDENTURE, made the twenty-ninth day of November, in the year of Our Lord one thousand eight hundred and forty-three, between William Benjamin Robinson, of Saint Catherines, in the District of Niagara, Esquire, and Eliza, his wife, of the one part; and Her Most Gracious Majesty Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part. Witnesseth: that for and in consideration of the sum of two hundred and sixty-seven pounds seven shillings and six pence of lawful money of the Province of Canada to the said William Benjamin Robinson, in hand paid by Her said Majesty at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) he, the said William Benjamin Robinson, hath granted, surrendered and yielded up, and by these presents doth grant, surrender and yield up unto Her said Majesty Queen Victoria, Her heirs and successors, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Rama, in the District of Simcoe, containing by admeasurement seven hundred and thirteen acres, be the same more or less, being composed of lots numbers twenty-six and twenty-seven in the front concession on Lake Couchiching, containing one hundred and eighty-three acres, and lot number forty-six, in the said front concession on Lake Couchiching, containing eighty acres, more or less; reserving one chain for road along the shore of each lake with free access to the beach for all vessels, boats and persons. Also, being composed of lots numbers fifteen and sixteen in the sixth concession, containing two hundred and fifty acres, and lot number sixteen, in the seventh concession, containing two hundred acres, all in the said Township of Rama, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion

and reversions, remainder and remainders, rents, issues, and profits thereof. To have and to hold the same, with the appurtenances, freed and discharged from all incumbrances whatsoever, unto Her said Majesty Queen Victoria, Her heirs and successors, to the sole and only use, benefit and behoof of Her said Majesty Queen Victoria, Her heirs and successors for ever, upon trust, nevertheless, and to and for the use and purpose hereinafter mentioned, that is to say: upon trust to hold the same for the use of the Chippewa Tribe of Indians of Lake Simcoe, of which William Yellowhead is the Chief, residing with his tribe at Rama, in the District of Simcoe aforesaid, and the said William Benjamin Robinson, doth hereby for himself and his heirs, covenant, promise and agree to and with Her said Majesty Queen Victoria, Her heirs and successors in manner following (that is to say): That he, the said William Benjamin Robinson, at the time of the ensealing and delivery hereof, is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the lands, tenements, hereditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of reservations, limitations, provisos or conditions, or any other matter or thing to alter, charge, change, encumber or defeat the same. And also, that he, the said William Benjamin Robinson, now hath in himself good right, full power and lawful and absolute authority to grant, surrender and yield up the said lands, tenements, hereditaments and premises, and every part and parcel thereof, with the appurtenances, unto Her said Majesty Queen Victoria in manner and form aforesaid. And lastly, that the said William Benjamin Robinson and his heirs, and all and every other person or persons whomsoever having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust, of, in, to or out of the lands, tenements, hereditaments or premises hereby conveyed as aforesaid or intended so to be, with their appurtenances, or any part thereof, by, from or under or in trust for him, the said William Benjamin Robinson, or his heirs, shall and will, from time to time, and at all times, at the proper costs and charges in the law of Her said Majesty, Her heirs and successors, make, do, suffer or execute, or cause, or procure to be made, done, suffered or executed all and every such further reasonable act and acts, deed and deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the said lands, tenements, hereditaments and premises, with the appurtenances, unto Her said Majesty Queen Victoria, Her heirs and successors, as by Her said Majesty, Her heirs or successors, shall be lawfully and reasonably devised, advised or required.

AND KNOW YE FURTHER, that the said Eliza, the said wife of the said William Benjamin Robinson, in consideration of the premises and also in consideration of the further sum of five shillings of lawful money aforesaid to her by Her said Majesty in hand well and truly paid at or before the ensealing and delivery hereof (the receipt whereof is hereby acknowledged) hath remised, released and forever relinquished and quitted claim, and by these presents doth remise, release and forever relinquish and quit claim unto Her said Majesty Queen Victoria, Her heirs and successors, all dower and all right and title thereto which she the said Eliza the said wife of the said William Benjamin Robinson, now hath or in the event of surviving her said husband can or may, or could, or might hereafter in anywise have or claim, whether at common law or otherwise howsoever, of, in, to or out of the lands, tenements, hereditaments and premises hereby conveyed or hereinbefore mentioned or intended so to be conveyed, with the appurtenances, or any part or parcel thereof.

IN WITNESS WHEREOF, the said William Benjamin Robinson and Eliza his wife have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered }
 in presence of : }
 GEO. PRESCOTT,
 CATH. THOMSON.

W. B. ROBINSON,
 A. E. ROBINSON.

Nos. 88, 89, 90.

REGISTRY OFFICE, W. NORTHUMBERLAND,

COBOURG, 27th October, 1870.

Hon. JOSEPH HOWE,

Chief Superintendent Indian Affairs,
Ottawa.

SIR,—I have the honor to enclose you herewith certified copies of three deeds from G. S. Boulton to Samuel P. Jarvis of lands in the Township of Alnwick in trust for the Indians. Besides the lands mentioned in these, lot number seven (7) and the west half of lot number sixteen in the second Concession of Alnwick appear to have been deeded to the Indians, but were surrendered to the Crown by Samuel P. Jarvis, Chief Superintendent, on the 20th February, 1845. These are the only lands in the Township of Alnwick which appear to have been deeded in trust for the Indians, according to the books in this office.

I have the honor to be, Sir,
Your obedient servant,

JOHN GAULT,
Deputy Registrar.

A Memorial to be registered pursuant to the statute in such case made and provided of a deed poll, bearing date the seventeenth day of May, in the year of Our Lord one thousand eight hundred and forty-two.

Between George Strange Boulton, of the Town of Cobourg, in the Newcastle District, Esquire, of the one part, and Samuel Peters Jarvis, of the Town of Kingston, in the Midland District, Esquire, Superintendent of Indian Affairs, of the other part, Whereby the said George Strange Boulton, for and in consideration of the sum of one hundred and fifty pounds of lawful money of Canada to him in hand paid by the said Samuel Peters Jarvis, the receipt whereof is hereby acknowledged, did surrender and yield up unto Her Majesty, Her heirs and successors forever, all his right, title, estate and interest of, in, to and out of that certain parcel or tract of land and premises situate, lying and being in the Township of Alnwick, in the County of Northumberland, in the district aforesaid, containing by admeasurement two hundred acres to be the same more or less, being composed of lot number nineteen in the first concession of the said Township of Alnwick.

To have and to hold the same unto Her Majesty, Her heirs and successors forever, in trust for the tribe of Mississagua Indians formerly of Kingston and the Bay of Quinté, in the Midland District, but now settled in Alnwick aforesaid. Which said indenture is witnessed by Richard Ruttan, of the Town of Cobourg, gentleman, and D'Arcy Edward Boulton of the same place, Esquire, and this memorial thereof is required to be registered by me, the grantor.

Witness my hand and seal this seventeenth day of May in the year of Our Lord one thousand eight hundred and forty-two.

In presence of :

D. E. BOULTON,

R. RUTTAN.

G. S. BOULTON. [L.S.]

COUNTY OF NORTHUMBERLAND. }

To Wit: }

Richard Ruttan, of the Town of Cobourg, gentleman, maketh oath and saith that he was present and saw the within named grantor, George Strange Boulton, duly execute the within memorial, as well as the indenture to which it relates.

Sworn before me at Cobourg this }

6th day of July, A.D., 1842. }

T. STEWART LANE.

R. RUTTAN.

Dep. Regr.

Registered 6th July, A.D., 1842, at 10 a.m., Liber N, Folio 526, Memorial 671.

T. STEWART LANE,
Dep. Regr.

I certify that the affidavit required by law was by me duly administered to Richard Ruttan, subscribing witness to the within memorial as well as to the indenture to which it relates.

T. STEWART LANE,
Dep. Regr.

REGISTRY OFFICE, WEST RIDING, }
COUNTY OF NORTHUMBERLAND. }

I certify that the within is a true copy of an instrument found of record in this office.

Witness my hand and seal of office this 27th day of October, A.D. 1870.

[L.S.]

JNO. GAULT.
Dep. Reg.

A Memorial to be registered pursuant to the statute in such case made and provided of a deed bearing date the third day of August, in the year of Our Lord one thousand eight hundred and forty-two, between George Strange Boulton, of the Town of Cobourg, in the Newcastle District, Esquire, of the one part, and Samuel Peters Jarvis, of the Town of Kingston, in the Midland District, Esquire, Chief Superintendent of Indian Affairs, of the other part.

Whereby the said George Strange Boulton, for and in consideration of the sum of one hundred and fifty pounds of lawful money of the Province of Canada, to him in hand paid by the said Samuel Peters Jarvis, the receipt whereof is thereby acknowledged, did surrender and yield up unto Her Majesty, Her heirs and successors forever, all his right to the estate and interest of, in, to and out of that certain parcel or tract of land and premises situate, lying and being in the Township of Alnwick, in the County of Northumberland, and in the district aforesaid, containing by admeasurement two hundred acres, be the same more or less, being composed of lot number eighteen in the first concession of the said Township of Alnwick. To have and to hold the same unto Her Majesty, Her heirs and successors forever, in trust for the Tribe of Mississagua Indians, formerly of Kingston and the Bay of Quinté, in the Midland District, but now settled in Alnwick aforesaid, and to their posterity forever.

Which said indenture is witnessed by Richard Ruttan, of the Town of Cobourg, gentleman, and D'Arcy Edward Boulton, of the same place, Esquires, and this memorial thereof is required to be registered by the said grantor.

Witness my hand and seal this third day of August, in the year of Our Lord one thousand eight hundred and forty-two.

Signed and sealed in
presence of: }

R. RUTTAN,
D. E. BOULTON.

G. S. BOULTON, [L.S.]

COUNTY OF NORTHUMBERLAND. }

To Wit: }

Richard Ruttan, of the Town of Cobourg, gentleman, maketh oath and said, he was present and saw the within named grantor, George Strange Boulton, Esquire, duly execute the within memorial (as well as the indenture to which it relates) for registry thereof.

Sworn before me at Cobourg in }
Newcastle District, this 9th }
day of November, 1842. }

R. RUTTAN.

G. S. BOULTON,
Registrar.

Registered this 18th day of November, 1842, in Liber N., Folio 692. Memorial No. 6820, at the hour of 11 a.m.

JAMES CAMERON,
Deputy Registrar.

I certify that the within memorial is duly registered on the affidavit of R. Ruttan, the subscribing witness to the within, as well as to the indenture to which it relates, as taken before G. S. Boulton, Registrar, 3rd August, 1842.

JAMES CAMERON,
Deputy Registrar.

REGISTRY OFFICE, WEST RIDING, }
COUNTY OF NORTHUMBERLAND. }

I certify that the within is a true copy of an instrument found of record in this office. Witness my hand and seal of office this 27th day of October, A.D. 1870.

JNO. GAULT.
Deputy Registrar.

[L.S.]

A Memorial to be registered pursuant to the statute in such case made and provided of a deed of surrender to Her Majesty Queen Victoria, made by George Strange Boulton, of the Town of Cobourg, in the District of Newcastle and Province of Canada, Esquire, bearing date the twelfth day of July, in the year of Our Lord one thousand eight hundred and forty-three, whereby the said George Strange Boulton, for and in consideration of the sum of one hundred pounds of lawful money of the said Province, to him in hand well and truly paid by Samuel Peters Jarvis, of the Town of Kingston, in the said Province, Esquire, Chief Superintendent of Indian Affairs, the receipt whereof was thereby acknowledged, did surrender and yield up unto Her said Majesty, Her heirs and successors, all the estate, right, title and interest of him the said George Strange Boulton of, in and to lot number six, in the second cession of Alnwick in the said district, containing by admeasurement two hundred acres, be the same more or less. To hold the same with the appurtenances freed and discharged from all incumbrances whatsoever unto Her Majesty, Her heirs and successors forever, in trust, nevertheless, for the Tribe of Mississagua Indians, formerly of Kingston and Bay of Quinté in the Midland District, now settled in Alnwick, aforesaid, and their posterity, which said deed of surrender is witnessed by Richard Ruttan, of the said Town of Cobourg, gentleman, and William Henry Floyd, of the same place, gentleman, and this memorial thereof is hereby required to be registered by me the grantor therein named.

As witness my hand and seal at Cobourg, aforesaid, this 12th July, 1843.

Signed, sealed and delivered in }
presence of: }

WILLIAM H. FLOYD,
R. RUTTAN.

G. S. BOULTON. [L.S.]

Richard Ruttan, of the Town of Cobourg, in the Newcastle district, gentleman, maketh oath and sayeth: that he was present and saw the within named George S. Boulton duly execute the indenture to which this memorial relates, also this memorial for registry thereof, and that he, this deponent, is a subscribing witness to both instruments which were executed at Cobourg aforesaid.

Sworn before me at Cobourg, }
this 13th day of July, 1843. }

R. RUTTAN.

R. M. BOUCHER,

A Comm. Q.B. for Newcastle District.

Registered 13th July, 1843, at 10 a.m., in Liber. O., Folio 154, memorial number 7024.

JAMES CAMERON,

Deputy Registrar.

I hereby certify that the within memorial is duly registered on the affidavits of Richard Ruttan, a subscribing witness to the within, as well as to the indenture to which it relates, as sworn before R. M. Boucher, Commissioner Q.B., at Cobourg, 13th July, 1843.

JAMES CAMERON,

Deputy Registrar.

REGISTRY OFFICE, }
WEST RIDING, }
COUNTY OF NORTHUMBERLAND. }

I certify that the within is a true copy of an instrument found of record in this office.

Witness my hand and seal of office at Cobourg this 27th day of October, A.D. 1870.

[L.S.]

JNO. GAULT,

Deputy Registrar.

No. 91 (A).

We, the undersigned Chiefs and Warriors of the Batchewananny and Gourlais Bay Bands of Indians, acting for and on behalf of our respective bands, do hereby surrender and yield up for ever in trust to Her Most Gracious Majesty the Queen, Her heirs and successors, in consideration of the conditions hereinafter set forth, the lands reserved for us under the treaty made in the year 1850, namely: "The tract of land extending from Wanabekinegunning, west of Gros Cap, to the boundary of the lands ceded by the chiefs of Lake Superior and inland ten miles throughout the whole distance including Batchewananny Bay."

The conditions of this present surrender are as follows:—

I°. We retain the small islands at the Sault Ste. Marie reserved in 1850.

II°. The tract now ceded to be sold for our benefit and the interest accruing therefrom to be annually divided among us.

III°. Each family as at present constituted to receive forty acres on the Garden River Reserve, for which a writing establishing the individual right of occupation will be given.

IV°. Any family so desiring may purchase eighty acres of land now ceded at the upset price and on the conditions established by Government.

V°. Twelve hundred dollars are to be divided among the bands surrendering on the approval of this treaty by His Excellency the Governor General in Council.

VI°. Such approval to be the final ratification of the treaty.

VII°. Such of us as have made improvements on the ceded land to receive the value of such improvements when appraised by a competent surveyor.

In token whereof, we have hereto set our names and marks after the treaty had been duly read over and explained to us, this ninth day of June, one thousand eight hundred and fifty-nine, at Gros Cap, Lake Superior.

Witnesses to the above signatures:

R. T. PENNEFATHER, *Supt. Gen.*,

GEO. IRONSIDE, *S. I. Affairs*,

ROBERT LAW OGILVY,

F. ASSIKINACK, *Interpreter*.

JOSEPH X NABAHNAGOOJING, (totem)

Chief, Sault Ste. Marie and Gurlais Bay,

EDWARD X NABAHNAGOOJING, (totem)

MEKAHDAOKWAHNAHYA, (totem)

MAZHUKEYNOSH, (totem)

Chief Batchewan.

LOUISON X NABAHNAGOOJING, (totem)

WAHBEGHUKWA, (totem)

SAUSWÊ NABAHNAGOOJING, (totem)

AHPAUKWAUSH, (totem)

ROBERT X WAUBOOGIE, (totem)

ELEXIS X BIRON,

PIERRE X LESAGE, (totem)

HANAUSH, (totem)

Original surrender returned to Ex. Council Office 29th July, 1859.

WM. KENT.

Recorded 28th July, 1859.

WM. KENT,

Dep. Regr.

COPY of a Report of a Committee of the Honourable the Executive Council, approved by His Excellency the Governor General in Council on the 22nd July, 1859.

The Committee have had under consideration a report dated 21st June, 1859, from the Superintendent General of Indian Affairs, submitting for the consideration of Your Excellency in Council three surrenders of Indian reserves on Lake Superior and Lake Huron, viz.:—

I°. That at Batchewananny Bay and Gurlais Bay.

II°. Part of that at Garden River.

III°. That at Thessalon River.

The Superintendent states that the terms of all three treaties are nearly identical. The conditions are:—

1. The sale of the land for the benefit of the parties surrendering.
 2. The allotment on the new Garden River Reserve of forty acres to each family as at present constituted, and the issue of licenses of occupation of such lots.
 3. The privilege of purchasing at the upset price eighty acre lots in the surrendered tracts when the land shall be brought into the market.
 4. Such as have made improvements from which they will be removed to receive the appraised value of the same.
 5. Two thousand nine hundred dollars to be divided among them at once, in the following proportions: twelve hundred dollars to the Batchewananny and Gurlais Bay Bands, twelve hundred to those at Garden River and five hundred to those residing on the Thessalon Reserve.
 6. The treaty not to be considered final until ratified by the Governor in Council.
- That in the case of the Garden River Reserve, the right of passage along the river through the reserve is conceded, it being understood that there is valuable timber in the interior beyond the reserve, the readiest access to which is by the river. That the Batchewananny Indians only reserve the small island at the Sault Ste. Marie used by them as a fishing station. That the Garden River Band have conceded about three-fourths of their reserve, including the rich mineral deposits near Echo Lake.

That they have also invited all the bands on the north shore of Lake Huron to join them, so that the Superintendent General anticipates that there would be but little difficulty in obtaining further surrenders from these scattered tribes. Looking to the welfare of the Indians, he considers concentration as highly important.

He also observes that Mr. George Johnson, who interpreted for the Hon. W. B. Robinson, in 1850, agrees with Mr. Keating in stating that he explained to the Batchewananny Indians that their reserve was to cover three hundred square miles. The Superintendent General therefore submits that this interpretation should be adhered to at the present time.

He further states that the Batchewananny Bay Indians also request that they may be allowed \$80 to buy a yoke of oxen and implements to commence their farms on the Garden River Reserve, and he expresses a hope that the Government will grant this favour, and make them this small donation, to stimulate them to exertion, urging at the same time that these treaties should be ratified without delay in order that the Indians may receive the money at once.

The Committee recommend that the surrenders be accepted and enrolled in the usual manner in the offices of the Provincial Registrar and Commissioner of Crown Lands, but that such acceptance be upon and subject to the conditions of the report of the Commissioner of Crown Lands which accompanies the report of the Superintendent of Indian Affairs, viz.: that the sums proposed to be advanced to the several tribes of Indians be advanced accordingly, to be charged against the proceeds of the sales of the several tracts respectively, not, however, at present admitting that the Indians are entitled to the extent of land claimed by them at Batchewananny, inasmuch as the Commissioner, the Honorable William B. Robinson, by whom the original treaty was made, disputes the accuracy and justice of this claim and the interpretation of the treaty as given by Messrs. Johnston and Keating.

Certified.

WM. H. LEE,
C.E.C.

DEPARTMENT OF THE SECRETARY OF STATE,
REGISTRAR'S BRANCH, OTTAWA, 8th August, 1868.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. C. S., Folio 200.

HECTOR L. LANGEVIN,
Secretary of State and Registrar General of Canada.

No. 91 (B).

We the undersigned Chiefs and Warriors of the Garden River Indians, acting for and on behalf of our band, do hereby surrender and yield up to Her Most Gracious Majesty the Queen, in trust for our benefit, the part of our reserve hereinafter described, on the following conditions:—

1. We surrender the land reserved for us by the treaty of 1850, namely the tract of land extending "from Maskinongé Bay, inclusive, to Partridge Point, above Garden River, on the front, and ten miles inland throughout the whole distance, also Squirrel Island," but retaining for ourselves that part of it which is bounded by a line starting from the centre point of the western boundary of such tract and running east to Garden River; thence to Onegahmeeny, on Echo Lake; thence following the bank of Echo Lake down the right bank of the river to the front and along to the front to the aforesaid western boundary, and following it to the place of beginning, also Squirrel Island.

2. The land now surrendered to be sold for our benefit and the interest accruing from the invested proceeds of such sales to be annually divided among us.

3. The sum of twelve hundred dollars to be distributed among us on the acceptance of this treaty by His Excellency the Governor General in Council.
4. Such acceptance to be the final ratification of the surrender.
5. Each family as at present constituted to have a lot of forty acres within the reserve, for which they shall receive a writing securing the right of occupation by such individuals.
6. Such as desire it to have the liberty to purchase eighty acres of the surrendered tract at the upset price and on the conditions fixed by the Government.
7. The right of passage along Garden River to be free to the whites.

IN TOKEN WHEREOF, we have hereto set our names and marks this tenth day of June one thousand eight hundred and fifty-nine, after it had been duly read over and explained to us at Garden River.

Witnesses to the signatures:

R. T. PENNEFATHER,
Supt. Gen'l.
 GEO. IRONSIDE, *S.I.A.*
 ROBERT LAW OGILVY,
 F. ASSIKINACK, *I. x.*

THOMAS x OGISTA (totem),
 HENRY x PAHGWAHGENINE (totem),
 WILLIAM x SHINGWAHCOOCE,
 JOHN x BELL,
 JACOB x WAUBEMAMA,
 JEAN BAPTISTE x ZHEBAHGEZHIG,
 ——— x LOUISON,
 JOHN x USKIN,
 GEORGE x MENESSIO,
 JOHN OGISTA,
 JARVIS x OGISTA,
 WILLIAM x PAHGWAHJININE,
 JOHN x WEEGWOSS,
 PETER x JONES,
 JAMES x MAHGEZAHNEKWA,
 AHSSINEES x MAHGEZAHNEKWA,
 CHARLOS x BAMAHSUNG,
 ——— x MADWAYOSH,
 ——— NANAHOOSHO,
 LOUISON x CADOTTE,
 CHARLES x CADOTTE,
 ——— x OGEMAHABENAISSIEE,
 MICHELL x CADOTTE,
 MICHELL x OBIKUK,
 SHAWSEN x AGWAHODA,
 JOSEPH x BIRON,
 CHARLES x NATAHWAUSH,
 PETER x BELL,
 WILLIAM x BELL,
 JOSEPH x BELL,
 JOHN JOHN x BELL, Jr.,
 PAUL x SAWKOTA,
 ——— x SAWGAHJIWAOSAINCE,
 WILLIAM x SHEBAHGEZHIG,
 JAMES NAHWEGEZHIG.

29th July, 1859.

Original surrender returned to the Ex. Council office.

WM. KENT.

Recorded 28th July, 1859.

WM. KENT,
Dep. Regr.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 26th August, 1868.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. C.S., Folio 201.

HECTOR L. LANGEVIN,
Secretary of State and Registrar General of Canada.

No. 91 (C.)

We, the undersigned Chief and members of the Thessalon River Band of Indians, acting for and on behalf of our whole band, do hereby surrender and yield up to Her Most Gracious Majesty the Queen, in trust, the whole of the land reserved for us under the Treaty of 1850, on the following conditions:—

1. The land now surrendered to be sold for our benefit and the interest accruing from the invested proceeds of such sales to be annually distributed among us.

2. The sum of five hundred dollars to be divided among us upon the acceptance of this surrender by His Excellency the Governor General in Council.

3. We agree to remove to the reserve at Garden River, where each of our families as at present constituted is to receive a lot of forty acres. For each such lot a writing will be given securing the right of occupation to the individual.

4. Such as desire it to have the privilege of purchase each a lot of eighty acres of the tract now surrendered at the upset price and on the terms laid down by the Government.

5. Such as have made improvements on our reserve at Thessalon River to receive the value of our improvements as appraised by a competent surveyor.

6. The acceptance of this surrender by His Excellency the Governor General in Council to be the final ratification of this treaty.

IN TOKEN WHEREOF, we have hereto set our names and marks after the treaty had been duly read over and explained to us at Bruce Mines, this eleventh day of June, one thousand eight hundred and fifty-nine.

Witnesses to the signatures:

R. T. PENNEFATHER,
Superintendent General.
GEO. IRONSIDE,
S. I. Affairs.
ROBERT LAW OGILVY,
F. ASSIKINACK, *I. D.*

AHYAKWAHKWAHMIG (totem),
KEZHEGUT (totem),
AHZHAHWEGEZHIG, (totem),
JOSEPH x BABAHMESAY,
x PENASHE,
x NAYAHNAHGWUD
x JAHCHGWA,
x AHSSINAHBIKOKWA,
x NEBENAGEZHEGOKWA,
x NAHAHGAHMEEKWA,
x EKVAWISH,
x PEJEWKWA,
x ODAHYAUNDAUBEKWA,
x WANOOGZEHIG,
x AHSHAUGASHEE,
x NAHMAWISHKISH.

29th July, 1859.

Original surrender returned to the Ex. Council Office.

WM. KENT.

Recorded 28th July, 1859.

WM. KENT,
Deputy Registrar.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 26th August, 1868.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. C. S., Folio 203.

HECTOR L. LANGEVIN,
Secretary of State and Registrar-General of Canada.

No. 92.

To all to whom these may concern :

Be it known that we, the Chiefs and Principal Men of the Chippewa Indian Tribe residing at and resorting to Fort William, do hereby, on our own behalf and that of our people and their posterity, surrender to Our Gracious Mother the Queen of England, Her heirs and successors, all and singular that portion of our reserve on the Kaministagua River, on the north shore of Lake Superior, about two miles up the stream from Fort William, commencing on the south bank of the said River Kaministagua, at the line recently laid out by Mr. Herrick as dividing lots ten and eleven, shown by the annexed plan; thence following said river north-westward against the current to the north-western boundary of our said reserve; thence following the outlines of said reserve to a small lake situate on its south side to a point produced by the line already mentioned as dividing lots ten and eleven, and thence following said line to the place of beginning, containing a superficial area of about five thousand acres of land, be the same more or less. To have and to hold the said parcel of land and premises, with all its appurtenances, unto Her said Majesty, Her heirs and successors forever; for the purpose of being forthwith surveyed and sold for our use and benefit.

And we further agree that the proceeds from the sale of the said land may be invested in good securities, in order that the interest arising therefrom may be paid to us and our posterity annually forever.

We make this surrender freely and deliberately, after a full consultation with all those who have a common interest with ourselves, and subject to no conditions whatever, excepting the payments already named when the land shall be sold, and also a copy of this instrument and the annexed plan of survey, so soon as our Father the Governor General shall or will approve the same.

In Testimony Whereof, we hereunto affix our totems and marks at Fort William the fifth day of July, one thousand eight hundred and fifty-nine.

Signed, sealed and delivered in open
council, in presence of :

S. Y. CHESLEY,
Asst. Supt. Genl. Indn. Dept.,

GEO. JOHNSTONE,
Interpreter,

JOHN MCINTYRE,
H. B. C. Services.

JAMES DICK,
Master Steamer "Rescue."

JNO. W. KERS,
Northern Express Capt.,

JOHN EUNSON,
Mt. C. E.

W. H. EDMONDS.

WILLIAM TULEISHGOGIZIKWEEHGONG.

Christian Chief. [L.S.]

IOJO NANELOW, X

Pagan Chief, [L.S.]

SHEBAGHEEZIK, X

Christian Chief, [L.S.]

JOHN ILLOINOI, X

Christian Chief, [L.S.]

TOUNGAUP, X

[L.S.]

JOSEPH FAIGNEENT, X

[L.S.]

J. BT. COWCOWKANCE, X

[L.S.]

ANDRÉ AKBIE, X

[L.S.]

LOUI SHAWANEBANANCE, X

[L.S.]

JOE SHEBAGHEEZICK, X

[L.S.]

METASUKANESKUNG, X

[L.S.]

SHAWANEBANANCE, X

[L.S.]

DAVID MICHIKIBINAISE, X

[L.S.]

SAUL NI-SO-BI,

[L.S.]

J. BT. KEALOSSEAN, X

[L.S.]

SOLOMON, X

[L.S.]

PLAN

OF THE

TOWNSHIP

OF

NEE-BING

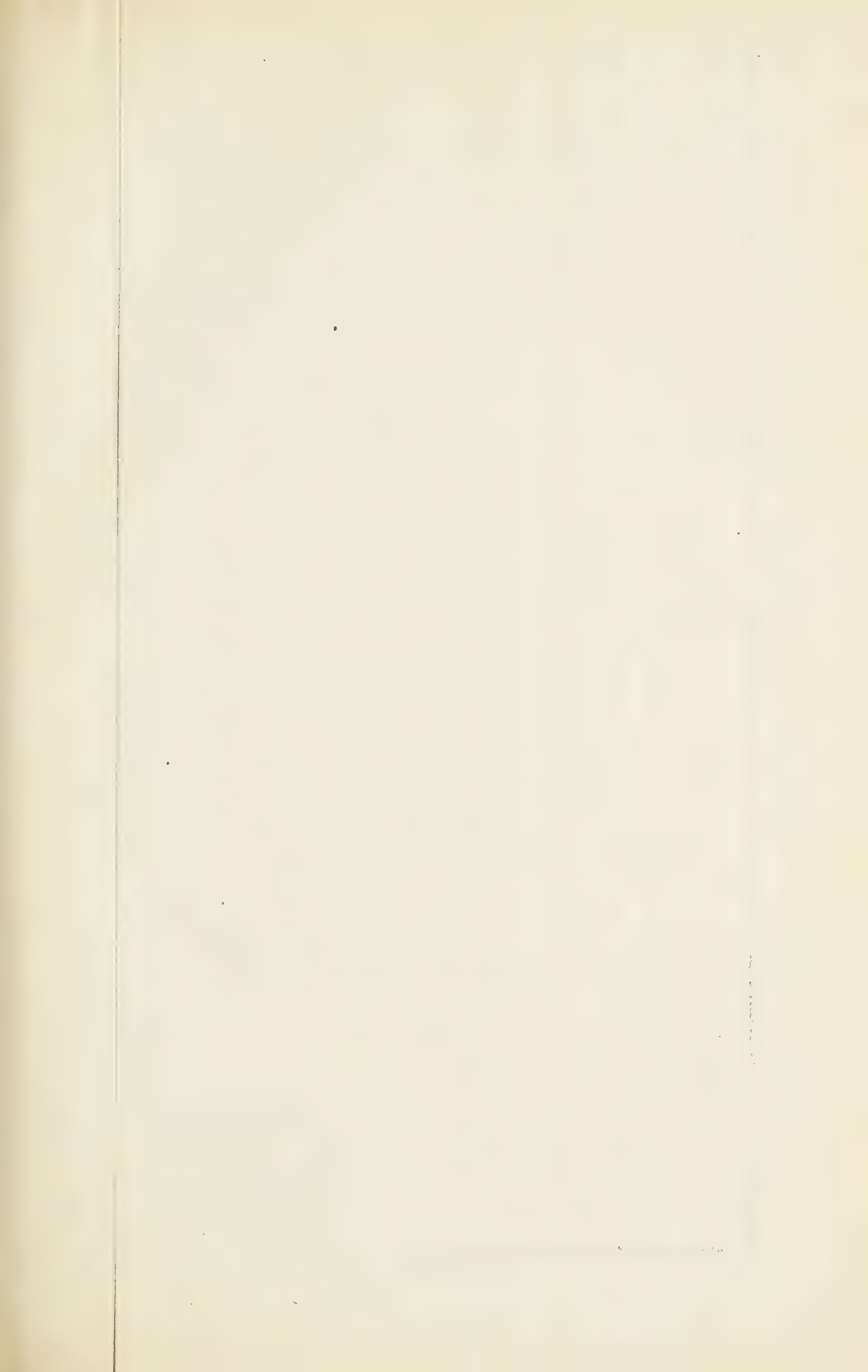
Department of Crown Lands
Ottawa June 1902



Scale of Chains
0 10 20 30 40 50 60 70 80 90 100



Note: This plan shows the portion of the
Nee-Bing Township, N. 100, out of a set
a copy of the Plan dated to have been
attached to the Surveyor



J. BT. KEWETASH, X	[L.S.]
NONBAIE, X	[L.S.]
PENASIE, X	[L.S.]
PELAWISS, X	[L.S.]
CHARLEY, X	[L.S.]
FERMANDE, X	[L.S.]
NIN BIEEL, X	[L.S.]
JOSEPH BOUCHER, X	[L.S.]
MICHEL DESCJHAMP, X	[L.S.]
KATCHKIJKEVEKANG,	[L.S.]
J. BT. VIZINA, X	[L.S.]

COPY of a Report of a Committee of the Honourable the Executive Council, dated the 20th July, 1859, approved by His Excellency the Governor General in Council on 22nd July, 1859.

The Committee have had before them a report dated 16th July inst., from the Superintendent General of Indian Affairs submitting an unconditional surrender by the Chippewa Indians at Fort William, of part of the Indian Reserve near that locality, also a report from Mr. Chesley and a diagram showing the tract ceded, and suggesting that the same be accepted.

The Committee recommend that the surrender be accepted accordingly, and be enrolled in the usual manner in the offices of the Provincial Registrar and Commissioner of Crown Lands.

Certified.

WM. H. LEE,
C.E.C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 29th July, 1859.

I do hereby certify that this copy of report of Council and the surrender therein referred to have been duly entered on the records of this office in Lib. C.S., Folios 205 to 207.

WM. KENT,
Deputy Registrar of the Province.

No. 93.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and principal men of the band of Indians known as the Colpoy's Bay Band, now residing at Colpoy's Bay in the County of Grey and Province of Canada, for certain good reasons us thereunto moving, have, for ourselves as well as for every member of our said band, ceded and by these presents do cede, relinquish, surrender and yield up to Her Most Gracious Majesty, Queen Victoria, and her successors, all our right, title, interest and claim whatsoever that we now have or may hereafter pretend to have to a certain tract of land containing six thousand acres situate lying and being on the south-east side of Colpoy's Bay, in the Township of Keppel, County of Grey and Province of Canada, which said tract of land was set apart for us and reserved to our sole use by the Chippewa Indians of Saugeen and Owen Sound.

Now KNOW YE that we have been moved to make the surrender above alluded to with the view of removing from our present place of residence to join our brethren, the Chippewas of Lakes Huron and Simcoe on the Christian Island.

We do, therefore, with the advice and consent of our said band in council assembled hereby surrender in trust to be sold for our benefit the aforementioned six thousand acres of land upon the following conditions, that is to say:—

1st. The land to be sold by auction without conditions of settlement, the terms of sale to be one-fourth of the purchase money down and the remainder in six equal annual instalments, bearing interest at six per cent, but no timber to be cut except by actual settlers, on the condition on which timber on Crown lands may now be cut, until purchase money is paid up in full, and the proceeds, after deducting cost of survey, sale and other incidental expenses, to be funded for the benefit of the Colpoy's Bay Band of Indians.

2nd. The value of the individual and public improvements to be required of the purchaser at the time of sale, in order that the amount may be paid over to the Indians.

In WITNESS WHEREOF we have hereunto set our hands and seals with our totems at Colpoy's Bay this sixteenth day of August, in the year of Our Lord one thousand eight hundred and sixty-one.

Signed, sealed and delivered in our
presence, being first read, interpreted and explained:

W. R. BARTLETT, *S.I.A.*,

F. T. WILKES, *J., C. Crt. of Grey.*

JOSEPH JONES, *Chief*, [L.S.]

JOHN SMITH (totem), *Chief*, [L.S.]

WALKER SMITH (totem), *Councillor*, [L.S.]

Warriors:

THOS. JONES (totem),

ISAAC WAHBEGENEES (totem),

WILLIAM SAHGEWEBE (totem),

JAMES BARREL,

CHAS. MEGIS (totem),

LUKE SNAKE (totem),

We do hereby certify that the foregoing surrender of the tract called Colboy's Bay Reserve, containing six thousand acres, has been assented to by the Chiefs of the band of Indians known as the Colpoy's Bay Band at a meeting of their council this day assembled on the said reserve, summoned for that purpose according to their rules and in our presence.

Dated this seventeenth day of August, A.D., 1861.

F. T. WILKES,

Judge, County Crt., Count of Grey.

W. R. BARTLETT, *S.I.A.*

Copy of a Report of the Committee of the Honourable the Executive Council, approved by His Excellency the Governor General in Council on the 10th September, 1861.

On a memorandum dated 28th August, 1861, from the Honourable the Commissioner of Crown Lands, submitting for acceptance by Your Excellency in Council, under the Act, 23rd Vic., Cap. 151, Sec. 4, Art. 2, a surrender bearing date 16th August, 1861, by the Colpoy's Bay Indians, of six thousand acres of land, situate in the Township of Keppel, in the County of Grey, U.C.

The Committee advise that the surrender be accepted and enrolled in the usual manner in the offices of the Provincial Registrar and Commissioner of Crown Lands.

Certified.

WM. H. LEE,

C.E.C.

To the Honourable

The Commissioner of Crown Lands,

&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,

QUEBEC, 12th September, 1861.

I hereby certify that this surrender has been entered on the records of this office in Lib. C.S., Folio 221.

WM. KENT,

Deputy Registrar.

DEPARTMENT OF CROWN LANDS, September 13th, 1861.

Transferred to Indian Department.

No. 94.

ARTICLES OF AGREEMENT and convention made and concluded at Manitowaning, or the Great Manitoulin Island in the Province of Canada, the sixth day of October, Anno Domini, 1862, between the Hon. William McDougall, Superintendent General of Indian Affairs, and William Spragge, Esq., Deputy Superintendent of Indian Affairs, on the part of the Crown and Government of said Province, of the first part, and Mai-she-quong-gai, Okemah-be-ness, J. B. Assiginock, Benjamin Assiginock, Nai-ben-esse-me, She-ne-tah-guw, George Ah-be-tos-o-mai, Paim-o-quo-naish-gung, Abence, Tai-bose-gai, A-to-nish-cosh, Nai-wau-dai-ge-zhik, Wau-kau-o-say, Keesh-kewanbik, Chiefs and Principal Men of the Ottawa, Chippewa and other Indians occupying the said island, on behalf of the said Indians, of the second part.

Whereas, the Indian title to said island was surrendered to the Crown on the ninth August, Anno Domini, 1836, under and by virtue of a treaty made between Sir Francis Bond Head, then Governor of Upper Canada, and the Chiefs and Principal Men of the Ottawas and Chippewas then occupying and claiming title thereto, in order that the same might "be made the property (under their Great Father's control) of all Indians whom he should allow to reside thereon."

And whereas, but few Indians from the mainland, whom it was intended to transfer to the island, have ever come to reside thereon.

And whereas, it has been deemed expedient (with a view to the improvement of the condition of the Indians as well as the settlement and improvement of the country) to assign to the Indians now upon the island certain specified portions thereof to be held by patent from the Crown, and to sell the other portions thereof fit for cultivation to settlers, and to invest the proceeds thereof, after deducting the expenses of survey and management, for the benefit of the Indians.

And whereas, a majority of the chiefs of certain bands residing on that portion of the island easterly of Heywood Sound and the Manitoulin Gulf, have expressed their unwillingness to accede to this proposal as respects that portion of the island, but have assented to the same as respects all other portions thereof, and whereas the Chiefs and Principal Men of the bands residing on the island westerly of the said sound and gulf, have agreed to accede to the said proposal.

Now this agreement witnesseth that in consideration of the sum of seven hundred dollars now in hand paid (which sum is to be hereafter deducted from the proceeds of lands sold to settlers) the receipt whereof is hereby acknowledged, and in further consideration of such sums as may be realized from time to time as interest upon the purchase money of the lands to be sold for their benefit as aforesaid, the parties hereto of the second part, have, and hereby do release, surrender and give up to Her Majesty the Queen all right, title, interest and claim of the parties of the second part, and of the Ottawa, Chippewa and other Indians in whose behalf they act, of, in and to the Great Manitoulin Island, and also of, in and to the islands adjacent which have been deemed or claimed to be appurtenant or belonging thereto, to have and to hold the same, and every part thereof, to Her Majesty, Her heirs and successors forever. And it is hereby agreed by and between the parties hereto as follows:—

Firstly. A survey of the said Manitoulin Island shall be made as soon as conveniently may be by or under the authority of the Department of Crown Lands.

Secondly. The Crown will, as soon as conveniently may be, grant by deed for the benefit of each Indian being the head of a family and residing on the said island, one hundred acres of land; to each single person over twenty-one years of age, residing as aforesaid, fifty acres of land; to each family of orphan children under twenty-one years of age containing two or more persons, one hundred acres of land, and to each single orphan child under twenty-one years of age, fifty acres of land, to be selected and located under the following rules and conditions:—

Each Indian entitled to land under this agreement may make his own selection of any land on the Great Manitoulin Island, provided:—

1stly. That the lots selected shall be contiguous or adjacent to each other, so that Indian settlements on the island may be as compact as possible.

2ndly. That if two or more Indians claim the same lot of land, the matter shall be referred to the resident Superintendent, who shall examine the case and decide between them.

3rdly. That selections for orphan children may be made by their friends subject to the approval of the resident Superintendent.

4thly. Should any lot or lots, selected as aforesaid, be contiguous to any bay or harbour, or any stream of water upon which a mill site shall be found, and should the Government be of opinion that such lot or lots ought to be reserved for the use of the public, or for village or park lots, or such mill site be sold with a view to the erection of a mill thereon, and shall signify such its opinion through its proper agent, then the Indian who has selected, or who wishes to select such lot, shall make another selection, but if he has made any improvements thereon he shall be allowed a fair compensation therefor.

5thly. The selections shall all be made within one year after the completion of the survey, and for that purpose plans of the survey shall be deposited with the resident Superintendent as soon as they are approved by the Department of Crown Lands, and shall be open to the inspection of all Indians entitled to make selections as aforesaid.

Thirdly. The interest which may accrue from the investment of the proceeds of sales of land as aforesaid, shall be payable annually, and shall be apportioned among the Indians now residing westerly of the said sound and gulf and their descendants *per capita*, but every chief lawfully appointed shall be entitled to two portions.

Fourthly. So soon as one hundred thousand acres of the said land is sold, such portion of the salary of the resident Superintendent and of the expenses of his office as the Government may deem equitable, shall become a charge upon the said fund.

Fifthly. The deeds or patents for the lands to be selected as aforesaid shall contain such conditions for the protection of the grantees as the Governor in Council may under the law deem requisite.

Sixthly. All the rights and privileges in respect to the taking of fish in the lakes, bays, creeks and waters within and adjacent to the said island, which may be lawfully exercised and enjoyed by the white settlers thereon, may be exercised and enjoyed by the Indians.

Seventhly. That portion of the island easterly of Heywood Sound and Manitoulin Gulf, and the Indians now residing there are excepted from the operation of this agreement as respects survey, sale of lots, granting deeds to Indians and payments in respect of moneys derived from sales in other parts of the island, but the said Indians will remain under the protection of the Government as formerly, and the said easterly part or division of the island will remain open for the occupation of the Indians entitled to reside upon the island as formerly, subject in case of dispute, to the approval of the Government.

Eighthly. Whenever a majority of the Chiefs and Principal Men, at a council of the Indians residing easterly of the said sound and gulf, to be called and held for the purpose, shall declare their willingness to accede to the present agreement in all respects, and the Government shall signify its approval, then that portion of the island shall be surveyed and dealt with in like manner as other portions thereof, and the Indians there shall be entitled to the same privileges in every respect, from and after the date of such approval by the Government, as those residing in other parts of the island.

Ninthly. This agreement shall be obligatory and binding on the contracting parties as soon as the same shall be approved by the Governor in Council.

In Witness Whereof, the said Superintendent General of Indian Affairs, and the Deputy Superintendent, and the undersigned Chiefs and Principal Men of the

Ottawa, Chippewa and other Indians, have hereto set their hands and seals at Manitowaning, the sixth day of October, in the first year above written.

Executed in the presence of (having	WM. McDUGALL,	[L.S.]
been first read, translated and ex-	WM. SPRAGGE,	[L.S.]
plained).	J. B. ASSIGINACK,	[L.S.]
GEO. IRNSIDE, <i>S. I. Affrs.</i>	MAISHEGUONG-GAI, (totem)	[L.S.]
S. PHILLIPS DAY,	OKEMEH-BENESS, (totem)	[L.S.]
WM. GILBARD,	BENJAMIN ASSIGINACK, (totem)	[L.S.]
DAVID S. LAYTON,	ABENCE, (totem)	[L.S.]
JOS. WILSON,	SHE-WE-TAGUN, (totem)	[L.S.]
JOHN H. McDUGALL,	GEORGE WEBETOOSOWN, (totem)	[L.S.]
F. ASSIKINACK,	PAIM-O-QUO-NAISH-KUNG,	[L.S.]
PETER JACOBS, <i>Ch. of England Mission'y,</i>	WAI-BE-NESSIEME, (totem)	[L.S.]
MCGREGOR IRNSIDE.	TAI-BOS-EGAI, (totem)	[L.S.]
	A-TOWISH-COSH, (totem)	[L.S.]
	NAIWOTAIKEY-HIS, (totem)	[L.S.]
	WET-COW-SAI, (totem)	[L.S.]
	KUSH-KE-WAH-BIE, (totem)	[L.S.]
	BAI-BOM-SAI (totem)	[L.S.]
	KEG-HIK-GOD-ONESS, (totem)	[L.S.]
	PAH-TAH-DO-GINSHING, (totem)	[L.S.]
The undersigned is one of the Chiefs	TEH-KUM-MEH, (totem)	[L.S.]
of the Weguaimkong Band and ap-	PAIM-SAH-DUNG, (totem)	[L.S.]
pends his signature in testimony of		
his general approval and his assent		
as an individual to all the terms of		
the above agreement.		

COPY of a Report of a Committee of the Honourable the Executive Council, approved by His Excellency the Governor General in Council on the 14th November, 1862.

The Committee have had before them a report, dated 3rd November, 1862, from the Honourable the Chief Superintendent of Indian Affairs, of the results of his mission to the Great Manitoulin Island under authority of Order in Council of 12th September last, and submitting that the terms of the agreement with the Indians, as contemplated by that Order, having been modified in so far as to exclude from the proposed arrangement that part of the island eastwardly of the Manitoulin Gulf and Heywood Sound, and other terms being deemed necessary to prevent future difficulty, these modifications have been embodied in the "Articles of Agreement and Convention" made and concluded at Manitouawning on the 6th October, 1862, between the Government as represented by the Chief Superintendent and Deputy Superintendent of Indian Affairs, and nineteen of the Chiefs and Principal Men on behalf of the Indians, which instrument he submits for the ratification of Your Excellency in Council.

The Committee advise that the "Articles of Agreement and Convention" above referred to be approved and ratified by Your Excellency and be enrolled in the usual manner in Crown Land Department and in the office of the Provincial Registrar.

Certified.

WM. H. LEE,
C.E.C.

To the Honourable
The Provincial Registrar,
&c., &c., &c.

DEPARTMENT OF CROWN LANDS.

Entered in Letters Received No. 19, P. 243.
Nov. 20th, 1862.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 28th November, 1862.

I hereby certify that this surrender has been duly entered on the records of this office in Lib. C. S. Surrenders to the Crown, Folio 223.

WM. KENT,
Deputy Registrar of the Province.

No. 95.

At a General Council held on the Chippewa Reserve at Carrodoc on the 26th day of September, 1862, it was agreed between the Chiefs and Principal Men of the Chippewa and Munsee Bands and the Chief Superintendent of Indian Affairs, to surrender for the purpose of being sold for their benefit, all the oak, elm, rock and walnut timber, suitable for staves or square timber now standing within the limits of the said reserve, in the manner and on the terms hereunto attached.

One half of the bonus obtained at the sale of the timber to be distributed among the band as soon after it is received as possible.

The remainder of the bonus and sum realized to be invested for the benefit of the said band and the interest distributed half yearly.

The dues to be paid on the timber in addition to the bonus, to be the same as collected on Government timber at Quebec.

IN WITNESS WHEREOF, we, the Chiefs and Principal Men, have hereunto set our hands and totems the day and year above mentioned on behalf of our band.

This arrangement was entered into
and concurred in by all the In-
dians present in Council, now
being over seventy persons.

WM. SPRAGGE, *D.S.I.A.*,

FROOME TALFOURD, *V.S.I.D.*

MUNCEY TOWN, September 26th, 1862.

JOHN TOMEGO, his
X mark.
CAPT. THOMAS, his
X mark.
THOS. SNAKE, his
X mark.
THOS. FISHER, his
X mark.
NELSON BEAVER,
his
GEO. X MISKOKOMON,
mark.
JOHN WAMPUM,

Terms on which the oak, elm, and walnut timber on the Carradoc Reserve shall be sold.

The reserve to be divided into two blocks, as nearly equal as possible, to be offered at public auction at London on the 22nd October.

To be awarded to the party who will give the largest bonus for the privilege.

The dues payable to be the same as is exacted at Quebec, on timber cut on Crown Lands.

MUNCEY TOWN, September 26th, 1862.

No. 96.

KNOW ALL MEN BY THESE PRESENTS that we, John Natty and Frederick Fisher, Chiefs of the Band of Chippewa Indians, of the Township of Anderdon, in the

County of Essex, and Western District of the Province of Canada, in Council assembled, do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all our right, title, interest, claim, property and demand whatsoever, both at law and in equity, of, in, and to that tract or parcel of land situate, lying and being in block C, in the Township, County, District and Province aforesaid, being composed of lot number five in the fourth concession of the said Township, containing by admeasurement three hundred acres, be the same more or less; with all and singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in anywise belonging for ever. To the end and purpose that Her said Majesty, Her heirs and successors may be graciously pleased to order and direct that the said three hundred acres of land be disposed of by bargain and sale and the moneys arising therefrom to be applied in the erection of buildings and the purchase of working oxen, farming implements, seed grain and such other articles as may be required for the settlement of the said band of Indians on Walpole Island in the Western District aforesaid.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said band have hereunto set our names and seals at Amherstburgh, Canada West, the eighteenth day of January, in the year of Our Lord, one thousand eight hundred and forty-eight.

Signed and sealed in our presence being }
first read and fully explained:

P. W. TAYLOR,
Major R. C. R. Regt.

J. W. PETO,
Lieut. R. C. R. Regt.

THOMAS ALEX. CLARK,
Interpreter, Indian Dept.

his
JOHN x NATTY, *Chief.* [L.S.]
mark

his
FREDERICK x FISHER, *Chief.* [L.S.]
mark

his
TAWA-KE x SHECASE, *Chief Warrior.* [L.S.]
mark

his
EDWARD x NATTY, *Chief Warrior.* [L.S.]
mark
Certified.

Approved:

J. B. CLENCH,
V. S. I. A.

ELGIN & KINCARDINE,
T. E. CAMPBELL, *Major, Secy.*
Recorded 23rd February, 1848,
R. A. TUCKER,
Registrar.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 9th January, 1863.

I hereby certify the foregoing to be a true and correct copy of the record of the original surrender as entered in Lib. A, Surrenders to the Crown, Folio 342.

WM. KENT,
Dep. Prov. Registrar.

CHIPPEWAS OF ANDERDON AND POINT PELEE.

Evidence of F. Talfourd, Esquire, Appendix No. 21.

Only three Chippewa families became permanent settlers on the Anderdon Reserve, and when the survey was made in 1839, a tract of 300 acres in block C was set apart for them.

In the year 1846, Mr. Superintendent Clench was directed to request them to remove to the Chippewa Settlement on Walpole Island. To this they consented, on condition that the land they were about to relinquish, and on which they had made a good clearing, should be sold and the proceeds applied to settle them in their new home.

The removal at once took place, and the land was sold by the agent for £377.10.0 (\$1,510) on the 8th October, 1849, to Joseph Ward, who paid down £125.0.0. (\$500) and a further sum of £54.0.0 (\$216), for the improvement made by the Indians, but no portion of this money was ever accounted for.

These families removed from their old homes, and deprived of the promised assistance, have at times suffered much, and for the want of teams and farming implements, have been unable properly to cultivate their lands.

A further sum of £75.0.0 (\$300) paid by the purchaser of the land in Anderdon, has been appropriated in part, to pay for the erection of the Chief's house and to provide him with some supplies which are much required.

The remainder of the purchase money and interest when collected from Mr. Ward, will be equally divided among the surviving members of this band.

No. 97.

KNOW ALL MEN BY THESE PRESENTS that we Joseph White, Alexander Clarke, Joseph Warrow, Senior, Alexis Splitlog, George Clark, Solomon White, Thomas White, Joseph Warrow, Junior, and James Clark, the Chiefs and Principal Men of the Wyandott Indians resident in the Township of Anderdon, in the County of Essex and Province of Canada, on the Detroit River, for and acting on behalf of the whole people of our tribe and nation, do hereby remise, release, surrender, quit-claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land situated in the Province of Canada, being the island in the said Detroit River known as Fighting Island, Turkey Island or Ile d'Inde, and all appurtenances thereunto belonging to have and to hold the same to Her said Majesty the Queen, Her heirs and successors forever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of this Province shall or may deem most conducive to the interests of us the said Chiefs and Principal Men and our people; and upon the further condition that the moneys received for the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest for our benefit and that of our people in all time to come, and that the said interest shall be paid semi-annually to us and our descendants. And we the said Chiefs and Principal Men of the Wyandott Tribe of Indians do for ourselves and on behalf of our people hereby ratify and confirm whatsoever the Government of this Province hath done or caused to be done in connection with the disposal and sale of the said island.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have hereunto set our hands and affixed our seals at the Township of Anderdon, this twenty-seventh day of February, in the year of Our Lord one thousand eight hundred and sixty-three.

Signed, sealed and delivered in }
presence of:
G. W. LEGGATT,
Judge County Court,
County of Essex.
FROOME TALFOURD,
V. S. I. A.

his	
JOSEPH x WHITE,	[L.S.]
mark and seal.	
ALEX. CLARKE,	[L.S.]
his	
JOSEPH x WARROW, Sr.,	[L.S.]
mark and seal.	
ALEXIS M. SPLITLOG,	[L.S.]
GEO. CLARKE,	[L.S.]
P. WHITE,	[L.S.]
THOS. B. WHITE,	[L.S.]
JOSEPH WARROW, Jr.,	[L.S.]
JAMES CLARKE.	[L.S.]

And we hereby certify that the above release or surrender has been assented to and executed by the Chief and principal members of the tribe of Indians above men-

tioned, assembled at a meeting of such band or tribe, summoned for that purpose, according to their rules, and entitled to vote thereat.

G. W. LEGGATT,
Judge County Court, County of Essex.
FROOME TALFOURD,
Visiting Superintendent Indian Affairs.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 1st June, 1863.

I hereby certify that this surrender has been duly entered on the records of this office in Lib. C.S. Surrenders to the Crown, Folio 231, under the authority of an Order in Council dated 15th May, 1863.

WM. KENT,
Dep. Prov. Registrar.

Department of Crown Lands.

Entered in Letters Received, Bk. 19, p. 365.
Quebec, 1st June, 1863.

No. 98.

At a General Council of all the Chiefs, Principal Men and adults belonging to the Sarnia Band, held this sixth day of November, 1862, it was decided by vote to surrender to the Department the merchantable oak and pine timber standing on the unoccupied portions of the reserve in the Township of Sarnia, and also on the reserve in the Township of Bosanquet (Sables.)

In order that the same may be sold and the proceeds invested in the usual manner, the interest produced thereby to be divided with our other moneys half yearly.

Given under our hands this 6th day of November, 1862.

On behalf of the Sarnia Indians.

DAVID B. WAWANOSH, *Head Chief.*
FROOME TALFOURD, *V.S.I.D.,*

On behalf of the Indian Department.

No. 99.

To all to whom these presents shall come we, the Sachems and Chief Warriors of the Six Nations Indians, inhabiting and owning the lands situate, lying and being on the Grand or River Ouse, in the County of Haldimand, in the Province of Upper Canada, send greeting.

Whereas His late Majesty did by a certain instrument bearing date the twenty-fifth day of October, in the year of Our Lord one thousand seven hundred and eighty-four, under the hand and seal of Sir Frederick Haldimand, then Governor of Quebec, allot and grant unto us upon the banks of the said river running into Lake Erie, six miles deep from each side of the said river, beginning at Lake Erie and extending in that proportion to the head of the said river. And whereas the Honorable William Claus, of the Town of Niagara, in the District of Niagara, hath been for the last thirty years our trustee, and hath during all that time conducted and managed our affairs with great advantage to our interests, and made profitably available our money without any compensation from us whatever.

And we the said Sachems and Chief Warriors willing to attribute such disinterested conduct to feelings which have characterized his ancestors, Sir William Johnson and Sir John Johnson, towards our nations, beside his father who served with us during the whole of the French war as well as that of the rebellion, and being more particularly able to be our friends from speaking our languages, and who together with himself have resided with and amongst us and guarded our interests with parental solicitude.

Wherefore we the said Sachems and Chief Warriors, have this day in General Council of our nations taken into consideration the long, arduous and faithful services of our said trustee, and to pay and to satisfy his just claim upon us, and as the most convenient to ourselves, and as manifestation of our esteem and gratitude for the services of him and his ancestors, who have always shewn themselves our steady friends and best advisers, unanimously determined to surrender to His Majesty, to and for the use of the said William Claus, his heirs and assigns for ever, the tract of country hereinafter described in order that the same may be confirmed to the said William Claus, his heirs and assigns by Letters Patent under the great seal of this Province. Now know ye that for the said several good causes and weighty considerations of the said claim of the said William Claus upon us, we the said Sachems and Chief Warriors, have, and each of us hath, surrendered, relinquished and yielded up, and by these presents, do, and each of us doth, surrender, relinquish and yield up unto Our Sovereign Lord the present King's Most Excellent Majesty His heirs and successors, all that parcel or tract of land situate, lying and being on the south side of the said river, and within the limits of our in part recited grant, and in the County of Haldimand, in the District of Niagara, and Province of Upper Canada, containing by admeasurement fifteen thousand three hundred and sixty acres, more or less, and which is butted and bounded or may be known as follows, that is to say: Commencing at a stake placed on the Indian line between lots twenty-two and twenty-three, in the Township of Walpole, about three chains, more or less, from the house of one Bellows, a settler in Walpole; thence along the Indian line on the said Township of Walpole and Township of Rainham; south sixty-three degrees east five hundred and eighty chains; thence north twenty-three degrees east or at right angles to the Indian line between the said townships, to the said Grand River, three hundred and twenty chains, more or less; thence up the stream of the Grand River, the several courses and windings to a stake on the bank of the said river; thence south twenty-seven degrees west extending to the point of commencement. And all the estate, right, title, interest, claim, property, and demand whatsoever of us, the said Sachems and Chief Warriors, of, in, to, or out of the same or any part or parcel of the same, for the express purpose and to the intent that the same and every part thereof may be confirmed by Letters Patent from His Majesty to the said William Claus, his heirs and assigns for ever.

IN WITNESS WHEREOF, we, the said Sachems and Chief Warriors of the said Six Nations, have in General Council hereunto set our hands and seals this third day of August, in the year of Our Lord, one thousand eight hundred and twenty-six.

Signed, sealed and delivered in presence of:

D. MACKAY, Capt. 70th Foot Comg.
 JAMES WICKENS, Dy. Asst. Com. G'l.
 JOHN MUNROE, Asst. Staff Surgeon.
 A. GARRETT, Lt. H. Co. 49th R.B. M'ter.
 THOMAS HANDCOCK, A Chap'n to the F.
 D. CAMERON, Secy. and Registr.
 J. B. CLENCH, Clerk Indian Affairs.
 BENJN FAIRCHILD, Intpr. Indn. Dept.
 ALEX. STEWART.

W. CLAUS, [L.S.]

Deputy Sup. Gen. of Ind. Affairs.

OGH-NA-WE, [L.S.]

WA-TE-WA-THA-SHA-GE, his x [L.S.]
 mark

DE-YON-HEAG-WEH, [L.S.]

OGH-WEA-RE-KO-WAH, his x [L.S.]
 mark his

DE-HEA-NA-KA-RI-NE, x [L.S.]
 mark

SA-KA-YEN-KWA-RAGH-TON, [L.S.]

PETER SKA-YON-WI-YOGH, his x [L.S.]
 mark his

SKON-ORIG-TESE, [L.S.]

KA-WE-YAN-SER-ON-TE, his x [L.S.]
 mark his

DEH-A-YA-GWA-RA, x [L.S.]
 mark

SKA-NA-WA-TIGH,	his x mark	[L.S.]
AGH-RIGH-ON,	his x mark	[L.S.]
TA-GWA-RAGH-SENT,	his x mark	[L.S.]
OT-GO-TA-YEN-TON,	his x mark	[L.S.]
SHO-NA-KA-RO-WA-NE,	his x mark	[L.S.]
A-NONGH-SAGH-THA,	his x mark	[L.S.]
KA-NEN-GA-KA-REA-NE,	his x mark	[L.S.]
JO-RAGH-YO-RON,	his x mark	[L.S.]
OGH-WE-AJN-KE-HO-ISE,	his x mark	[L.S.]
KA-KAI-HA,	his x mark	[L.S.]
KAN-YON-GO-TONGH,	his x mark	[L.S.]
EN-NEG-H-NAKS-GWA,	his x mark	[L.S.]
ATE-NE-GONGHS,	his x mark	[L.S.]
TSI-NON-DWA-WEN-HON,	his x mark	[L.S.]
DE-HAT-KAH-WONTS,	his x mark	[L.S.]
KA-KON-NA-YEN,	his x mark	[L.S.]
DE-KARN-YON,	his x mark	[L.S.]
OJA-KEH-DE	his x mark	[L.S.]
SHA-KO-YAH-WAT-HA,	his x mark	[L.S.]
THO-RON-YON-KO,	his x mark	[L.S.]
AD-ON-DA-HER-HO,	his x mark	[L.S.]
DE-YOT-HAREH-GWEH,	his x mark	[L.S.]
SHO-HEAR-ESE,	his x mark	[L.S.]

A-HATS-DAR-AHS,	his x mark	[L.S.]
ON-HAT-ORAH,	his x mark	[L.S.]
DE-WA-TAR-HON,	his x mark	[L.S.]
KAN-AT-OTON,	his x mark	[L.S.]
ORON-YAK ^e -THA,	his x mark	[L.S.]
DNE-AYAKS-AK-HON,	his x mark	[L.S.]
RAT-SHA-TON,	his x mark	[L.S.]
DA-YEK-OWE-HE,	his x mark	[L.S.]
K ^a -RIS-DA-NO-RON,	his x mark	[L.S.]
ADE-GWH-TO-NA,	his x mark	[L.S.]
SHO-WEN-HAN-ESE,	his x mark	[L.S.]
KA-RON-YON-TYE,	his x mark	[L.S.]
A-RON-YEN-DE,	his x mark	[L.S.]
OJA,	his x mark	[L.S.]
OTSI-JA-DE-KEA,	his x mark	[L.S.]
ALA-WEN-TEAH,	his x mark	[L.S.]
WIN-ON-SHONE,	his x mark	[L.S.]
And three other Indians.		

A Memorial hereof is registered in the Registry of the Counties of Lincoln and Haldimand the twenty-eighth day of August, one thousand eight hundred and twenty-eight, at 11 o'clock a.m., in book K., Folio 774.

JOHN LYONS,

Registrar.

No. 100.

A Memorial to be registered pursuant to the statute in such case made and provided, of an indenture of bargain and sale, bearing date the thirteenth day of March in the year of Our Lord one thousand eight hundred and forty-one, and made between Louis Rendt, of the Township of Moore, in the County of Kent

and Western District of the Province of Canada, Esquire, and Inaguina his wife, of the one part, and Her Most Gracious Majesty Victoria by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part, whereby it is witnessed that the said Louis Rendt for and in consideration of the sum of thirty-seven pounds and ten shillings of lawful money of Canada aforesaid, to him in hand paid, at or before the sealing and delivery of the said indenture, the receipt whereof is thereby acknowledged, did grant, bargain, sell, alien, transfer, surrender and yield up unto Her said Majesty, Her heirs and successors forever, all that certain parcel or tract of land situate, lying and being in the Township of Enniskillen, in the County of Kent, in the Western District and Province aforesaid, being composed of the east half of lot number nine in the tenth concession of said Township, and containing by admeasurement one hundred acres, be the same more or less, which said one hundred acres of land are butted and bounded, or may be otherwise known and described as follows, that is to say: commencing where a post has been planted at the north-east angle of the said half lot; then south sixty-six chains sixty-seven links, more or less, to the limit between the ninth and tenth concessions; then west fifteen chains, more or less, to the centre of the said lot number nine; then north sixty-six chains sixty-seven links, more or less, to the allowance for a road in front of the eleventh concession; then east fifteen chains, more or less, to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of him the said Louis Rendt, of, in, to or out of the same, and every part and parcel thereof. To have and hold the same with the appurtenances to Her said Majesty, Her heirs and successors, freed and discharged from all incumbrances whatsoever, in trust nevertheless to and for the use, benefit and behoof of such of the Chippewa Indians of the St. Clair River as are entitled to share in the annuity allowed them for lands heretofore ceded to the Crown, forever.

Which said indenture is witnessed by George Durand, of Port Sarnia, in the County of Kent, in the Western District aforesaid, Esquire, and George Henry of the same place, Indian Interpreter, and this memorial thereof is hereby required to be registered by me the grantor therein named. As witness my hand and seal this thirteenth day of March, in the year of Our Lord one thousand eight hundred and forty-one.

Signed and sealed in presence of: }
 GEORGE DURAND,
 GEORGE HENRY.

LOUIS RENDT. [L.S.]

Personally came before me, George Durand, of the Town of Port Sarnia, in the Township of Sarnia, in the County of Kent, and Western District of Canada, Esquire, who made oath and said that he was personally present and did see the indenture of bargain and sale to which the annexed memorial relates duly executed; that he was also personally present and did see Louis Rendt the grantor, therein named, duly sign and seal the said hereto annexed memorial thereof for the registry thereof, and that he, this deponent, and George Henry, of Port Sarnia, aforesaid, interpreter in the Indian Department, were the subscribing witnesses to both the said instruments.

Sworn before me at Port Sarnia }
 aforesaid, this 13th day of }
 March, A.D., 1841.

WILLIAM JONES,

Registrar.

C.K.W.D., Canada.

Entered on Tuesday the 23rd day of March, A.D., 1841, at twelve o'clock meridian in Liber H., Folio 388.

JOHN DOLSON,

Deputy Registrar.

I certify the foregoing to be a true copy of an instrument of record in the Registry Office for the County of Lambton and of all indorsements therein.

Given under my hand at Sarnia this 3rd day of June, 1890.

JAMES A. SMITH,
Deputy Registrar.

No. 101.

A Memorial to be registered pursuant to the statute in such case made and provided of an indenture of bargain and sale made the eighth day of March, in the year of Our Lord one thousand eight hundred and forty-two, between David McCall, of the Township of Moore in the County of Kent, in the Western District of the Province of Canada, yeoman, and Sophia, his wife, of the one part, and Her Most Gracious Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part, whereby it is witnessed that the said David McCall for and in consideration of the sum of two hundred and twenty pounds of lawful money of the Province of Canada, aforesaid, to him in hand paid at or before the sealing and delivery of the said indenture of bargain and sale, the receipt whereof is thereby acknowledged, did grant, bargain, sell, alien, transfer surrender and yield up unto Her said Majesty and Her heirs and successors forever, all those certain parcels or tracts of land and premises, situate, lying and being in the Township of Enniskillen in the County of Kent, in the Western District and Province aforesaid, being composed of lot number eight in the ninth concession of the said Township of Enniskillen, and the east half of lot number eight in the tenth concession of said Township of Enniskillen, and containing by admeasurement three hundred acres of land, be the same more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits, and all the estate, right, title, interest, claim and demand whatsoever of him, the said David McCall of, in, to or out of the same, and every part and parcel thereof, to have and to hold the same with the appurtenances to Her said Majesty, Her heirs and successors, freed and discharged from all incumbrances whatsoever, in trust nevertheless to and for the use, benefit, and behoof of all and such of the Chippewa Indians of the River St. Clair and Chenail Ecarté Tribe as are entitled to share in the annuity allowed them for lands heretofore ceded to the Crown for ever.

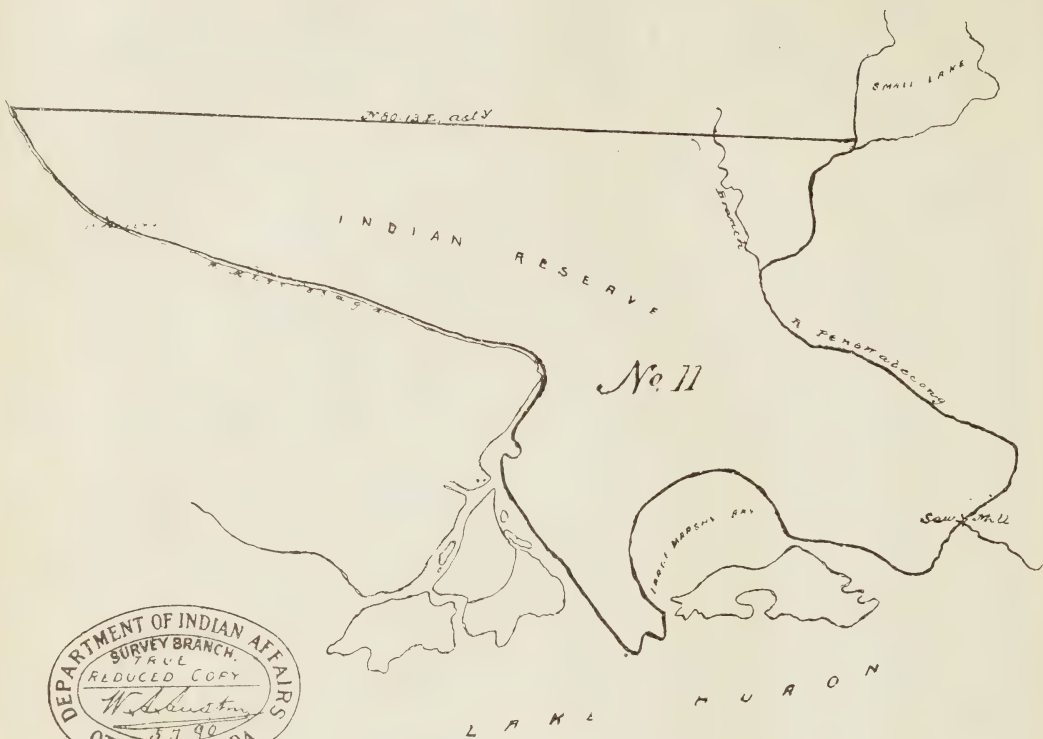
Which said indenture of bargain and sale is witnessed by Alexander Jones of the Township of Sarnia, in the County of Kent, in the western district of the Province of Canada aforesaid, yeoman, and William Jones, Junior, of the same place, yeoman, and this the memorial thereof is hereby required to be registered pursuant to the aforesaid statute, by me the grantor, therein named. As witness my hand and seal this eighth day of March in the year of Our Lord one thousand eight hundred and forty-two.

Signed and sealed in }
presence of:

ALEXANDER JONES,
WILLIAM JONES, Jr.

DAVID McCALL. [L.S.]

Personally came before me, Alexander Jones, of the Township of Sarnia, in the County of Kent, in the western district of Canada, yeoman, who made oath and said that he was personally present and did see the indenture of bargain and sale to which the annexed memorial relates duly executed, that he was also personally present and did see David McCall, the grantor therein named, duly sign and seal the annexed memorial for the registry thereof, and that he this deponent and William



INDIAN RESERVE.

MISSISSAGA RIVER

Scale - OF MILES
0 1 2 3 4 5

We do hereby also certify that the above plan or map is the one mentioned or referred to in and by the surrender and release herewith annexed, and dated this sixteenth day of August A.D. 1865, and that the same map or plan was shown and explained to the said Chief and Band before they executed their said surrender, and that they expressed themselves as fully understanding it, and their entire approval thereof as explained by the Interpreter - Witness our hands

(sa) John Pine Judge & Co.
C. Y. Dupont
Vist Capt. V. Comins

Jones., Jr., of Sarnia aforesaid, yeoman, were the subscribing witnesses to both the said instruments.

Sworn before me at Sarnia aforesaid, }
this eighth day of March, A.D. 1842. }

WILLIAM JONES,

Registrar C.K.W.D., Canada.

Entered on Thursday, the 7th day of April, A.D. 1842, at twelve o'clock meridian in Liber I, Folio 82.

JOHN DOLSON,

Dep. Regr.

I certify the foregoing to be a true copy of an instrument of record in the Registry Office for the County of Lambton and of all endorsements therein.

Given under my hand at Sarnia this 3rd day of June, 1890.

JAMES A. SMITH,

Deputy Registrar.

No. 103.

SURRENDER by the Band of Chippewa Indians of the Reserve at Mississahga River in the Province of Canada, to Her Majesty Queen Victoria, of their lands in the Indian Reserve there, as described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the above mentioned band, living upon the above mentioned reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit-claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land situated in the Province of Canada aforesaid, and in that part of the said Province known as the District of Algoma, known as No. 11 Indian Reserve on the said river, as described and set forth in the map or plan hereunto annexed, containing about
be the same more or less. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of this said Province shall or may deem most conducive to the interests of us the said Chiefs and Principal Men and our people in all time to come. And upon the further condition that the moneys received for the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants. And we, the said Chiefs and Principal Men of the band aforesaid, do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm whatever the Government of this Province may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument, in the said District of Algoma, at Mississahga.

Done at our Council House, this sixteenth day of August, in the year of Our Lord one thousand eight hundred and sixty-five.

Signed, sealed and delivered }
in presence of: }

JOHN PRINCE,

Judge of the District of Algoma,
and of

C. T. DUPONT,

Visiting Superintendent and
Commissioner Indian Affairs.

BO-NE-KE-OSH (totem) their Chief [L.S.]

MO-CO-TAI-MIS-SIS-SAI (totem) [L.S.]

AH-NUNG (totem) [L.S.]

JOSEPH BOYE (totem) [L.S.]

SAH-GUTCH-E-WA-GE-ZHIK (totem) [L.S.]

PAH-KUM-IS-SCIR (totem) [L.S.]

MIS-COS-E-NO-E-NE-NE (totem) [L.S.]

OSH-E-GIM-E-GE-ZHIKA totem) [L.S.]

MISH-AH-WOS-E-GAI	[L.S.]
MISH-AH-BAI	[L.S.]
WAH-QUEEME	[L.S.]
WAI-ME-GWON	[L.S.]
ME-ZHE-GUN-E-GEZHIK	[L.S.]
WAI-TOCH-E-WAI-NAH (totem)	[L.S.]
PAI-BONE-WAI-WE-TUNG	[L.S.]
UP-E-CUN	[L.S.]
NOW-QUAI-OS-GA	[L.S.]
NE-BOW-E-GE-ZHIK	[L.S.]
O-TONG-GE-GAH-BOW-E-QUA	[L.S.]
SAH-GUTCH-E-WA-GE-ZHIK	[L.S.]
NOW-WOS-E-NO-QUA	[L.S.]
KAI-BOM-E-GE-ZHIK	[L.S.]
CAH-ZHE-GAME.	[L.S.]

Fourteen of the above mentioned were signed by me, by their direction, I being their Chief, and they having to leave for their hunting grounds.

Chief BONE-KE-OSH, (totem).

Witness:

J. PRINCE, *Judge, &c.,*

C. T. DUPONT, *V.S.I.A. and Commissioner.*

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs and Principal members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat.

JOHN PRINCE,
Judge of the District of Algoma.

C. T. DUPONT,
Visiting Supt. and Commr. Indian Affairs.

PROVINCIAL REGISTRAR'S OFFICE,

OTTAWA, 12th January, 1866.

I hereby certify that this surrender has been duly entered on the records of this Department in Lib. C.S. Surrenders to the Crown, Folio 270.

GEO. H. LANE,
Deputy Provincial Registrar.

No. 104. .

SURRENDER by the Six Nations Indians of the Grand River, in the Province of Canada,
To Her Majesty Queen Victoria, five acres of their lands in the Township of Tuscarora as described below.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs of the Six Nations Indians, living upon lands in the Counties of Brant and Haldimand, and acting on behalf of our whole people, do hereby remise, release, surrender, quit-claim and yield up, unto Our Sovereign Lady the Queen, Her heirs and successors for ever; all and singular that certain parcel or tract of land situated in the Province of Canada aforesaid, and in that part of the said Province, known as the Township of Tuscarora, in the County of Brant, being composed of the south-east corner of the south half of lot number twenty-six in the third concession of the said Township of Tuscarora, containing by admeasurement five acres, more or less, to have and to hold the same unto Her Majesty the Queen, Her heirs and successors for ever, and convey in trust to the New England Society for the benefit of the Six Nations Indians, for the uses of a

And we hereby certify that the above release or surrender has been assented to and executed by the majority of the Chiefs of the Six Nations Indians.

S. I. JONES,

Judge of the County Court aforesaid.

J. T. GILKISON,

Vis. Superintendent and Commissioner.

PROVINCIAL REGISTRAR'S OFFICE,

OTTAWA, 12th January, 1866.

I hereby certify that this surrender has been duly entered on the records of this Department in Lib. C.S. of Surrenders to the Crown, Folio 267.

GEO. H. LANE,

Deputy Provincial Registrar.

No. 105.

SURRENDER by the Six Nations of the Grand River, in the Province of Canada, to Her Majesty Queen Victoria, of their lands in the Townships of Tuscarora and Oneida for the purposes of a road along the line of their reserves, as described below.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs of the Six Nations Indians, living upon lands in the Counties of Brant and Haldimand, and Province of Canada, for and acting on behalf of our whole people do hereby remise, release, surrender, quit-claim, and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land, situated in the Province of Canada aforesaid, and in that part of the said Province, known as the Townships of Tuscarora and Oneida, in the Counties of Brant and Haldimand, being composed of not exceeding two rods in width from off the margin, or south boundary of the Townships of Tuscarora and Oneida Indian Reserves, adjoining and contiguous to the Townships of Townsend and Walpole, for the purposes of a public road, or highway, provided that the people of the said Townships of Townsend and Walpole give an equal quantity of land for said road.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever in trust, for the purposes of said road or highway, and upon such terms as the Government of this said Province shall or may deem most conducive to the interests of us the said Chiefs and our people in all time to come.

And we the said Chiefs of the Six Nations of Indians aforesaid do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatsoever the Government of this Province may do, or cause to be done in connection with the disposal of said lands.

IN WITNESS WHEREOF the said Chiefs have set our hands and affixed our seals unto this instrument, in the Township of Tuscarora, in the County of Brant aforesaid.

Done at our Council House this twenty-first day of September in the year of Our Lord one thousand eight hundred and sixty-five.

Signed, sealed and delivered)
in presence of: }

S. I. JONES,

*Judge of the County Court of the County
of Brant,*

and of

J. T. GILKISON,

*Visiting Superintendent and Com-
missioner of Indian Affairs.*

NICHOLAS BURNING,

[L.S.]

JOSEPH LEWIS,

[L.S.]

JAMES GIVINS, x

[L.S.]

JACOB CARPENTER,

[L.S.]

DAVID CARPENTER, x

[L.S.]

JOSEPH FRASER, x

[L.S.]

D. VENEERY,

[L.S.]

ISAAC HILL, Onon, x

[L.S.]

AARON HILL, x

[L.S.]

JOHNSON WILLIAMS, x

[L.S.]

PETER JOHN, x

[L.S.]

JOSEPH SNOW, x

[L.S.]

DAVID JOHN, x	[L.S.]
SENECA JOHNSON, x	[L.S.]
WILLIAM BUCK, x	[L.S.]
ABRAM MARACLE, x	[L.S.]
JOHN GENERAL, x	[L.S.]
WM. GREEN,	[L.S.]
WM. LONGFISH, x	[L.S.]
JOHN FISHCARRIER, x	[L.S.]
JOHN GENERAL, SR., x	[L.S.]
N. H. BURNING,	[L.S.]
JOSH. MONTURE, x	[L.S.]
GEO. MONTURE, x	[L.S.]
JACOB SILVERSMITH, x	[L.S.]
JOHN HILL,	[L.S.]
JAMES MONTURE, x	[L.S.]
WM. JACOBS, x	[L.S.]
ELIJAH JOHNSON, x	[L.S.]
JOHN CARPENTER,	[L.S.]
JOHN BUCK, x	[L.S.]
GEO. BUCK, x	[L.S.]
JACOB JIMISON.	[L.S.]

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs of the Six Nations Indians.

S. I. JONES,

Judge of the County Court aforesaid.

J. T. GILKISON,

Visiting Superintendent and Commissioner.

PROVINCIAL REGISTRAR'S OFFICE,

OTTAWA, 12th January, 1866.

I hereby certify that this surrender has been duly entered on the records of this Department in Lib. C.S. of Surrenders to the Crown, Folio 265.

GEO. H. LANE,

Deputy Provincial Registrar.

No. 106.

FREDERICK HALDIMAND, Captain General and Governor in Chief of the Province of Quebec and Territories depending thereon, &c., &c., &c., General and Commander in Chief of His Majesty's Forces in said Province and the Frontiers thereof, &c., &c., &c.

Whereas His Majesty having been pleased to direct that in consideration of the early attachment to His cause manifested by the Mohawk Indians and of the loss of their settlement which they thereby sustained that a convenient tract of land under His protection should be chosen as a safe and comfortable retreat for them and others of the Six Nations who have either lost their settlements within the Territory of the American States or wish to retire from them to the British. I have at the earnest desire of many of these His Majesty's faithful allies purchased a tract of land from the Indians situated between the Lakes Ontario, Erie and Huron, and I do hereby in His Majesty's name authorize and permit the said Mohawk Nation and such others of the Six Nation Indians as wish to settle in that quarter to take possession of and settle upon the banks of the river commonly called Ouse or Grand River, running into Lake Erie, allotting to them for that purpose six miles deep from each side of the river, beginning at Lake Erie and extending in that proportion to the head of the said river, which them and their posterity are to enjoy for ever.

Given under my hand and seal at arms at the Castle of St. Lewis, at Quebec, this twenty-fifth day of October, one thousand seven hundred and eighty-four, and in the twenty-fifth year of the reign of Our Sovereign Lord George the Third by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth.

FREDERICK HALDIMAND.

By His Excellency's command.

R. MATHEWS.

Registered 20th March, 1795. }
WM. JARVIS. }

PROVINCIAL REGISTRAR'S OFFICE,

QUEBEC, 23rd June, 1862.

I hereby certify the within to be a true and faithful copy of the record of the original grant, as entered in Lib. A., Folio 8 (manuscript.)

WM. KENT,
Deputy Provincial Registrar.

No. 107.

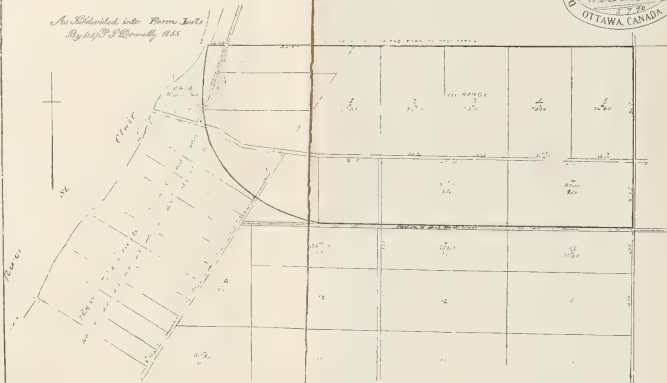
WHEREAS, the Chippewa Indians of Sarnia in General Council assembled upon their reserve on Wednesday, the twelfth day of December, in the year of Our Lord one thousand eight hundred and sixty-six, at which were present about one hundred of our Chiefs, Principal Men and Warriors, did covenant and agree with William Spragge, Esquire, Deputy Superintendent of Indian Affairs, for the Province of Canada, and Robert Mackenzie, Esquire, our Visiting Superintendent, to surrender and yield up to Our Sovereign Lady the Queen to be sold for the benefit of our people so much of our said reserve containing about seven hundred and fifty acres, and, situate immediately adjoining the Town of Sarnia as lies between the present southerly limit of the said town and the track and land set apart for the Great Western Railway, subject nevertheless upon the said lands being sub-divided into town lots to a grant being made by the Crown respectively to Chiefs Joshua Wawanosh of a town lot upon which his dwelling house now stands, to David Wawanosh of a town lot upon which his dwelling house now stands, and to William Wawanosh of a town lot upon which his dwelling house now stands, and likewise of a town lot upon which his barn now stands, and to compensation being made to them through the officers of Indian Affairs for the loss of improved lands to be given up by them for sale, situate upon the lands comprehended by this surrender, and in consideration likewise of there being relinquished, and which has been destroyed, a certain quit-claim deed executed by the Chippewas of Sarnia comprehending two hundred acres of land forming the north-westerly part of the said reserve. Know therefore all men by these presents that we, Joshua Wawanosh, David Wawanosh, William Wawanosh, George Aishquagonaby, Thomas Nahyahnaquodt, Jacob Pethadick, Antoine Rodd, Francis Laviar, Nicholas Plain, John Johnston, William Wahbuck, Isaac Shahwahnoo and David Sappah, the Chiefs, Principal Men and Warriors of the Sarnia Indians, do hereby by and with the consent of our people and on their behalf hereby convey, surrender and yield up to Our Sovereign Lady the Queen Her heirs and successors absolutely and for ever so much of the said Sarnia Reserve comprising about seven hundred and fifty acres, as lies as aforesaid between the southerly limit of the Town of Sarnia and the track, and land appropriated and used by the Great Western Railway, subject to the conditions aforesaid, and likewise that the interest to be derived from the proceeds of the said lands when sold, shall be divided and paid over to our people at semi-annual periods at the same time as it is the custom to pay our annuities and interest monies.

PART OF THE
INDIAN RESERVE

IN THE

TOWNSHIP of SARNIA
County of Lambton

As Subdivided into Farm Lots
By (s) P. L. Donnelly 1855



Scale of Chains



IN WITNESS WHEREOF, we the said Chiefs, Principal Men and Warriors, have hereunto set our hands and seals. Dated at Sarnia, in the County of Lambton, this thirteenth day of December, in the year of Our Lord one thousand eight hundred and sixty-six (in duplicate).

WM. SPRAGGE, *D.S.I.A.* }
ROBT. MACKENZIE, *V.S.* }

JOSHUA x WAWANOSH, (totem) [L.S.]
D. B. WAWANOSH, [L.S.]
WILLIAM WAWANOSH, [L.S.]
GEORGE x ASHQUAQUONABY, (totem) [L.S.]
THOMAS x NAYAHNUHQUODT, (totem) [L.S.]
JACOB PETANDICK, (totem) [L.S.]
DAVID x SAHPAH, (totem) [L.S.]
ANTOINE x RODD, (totem) [L.S.]
FRANCIS x LAVIAR, (totem) [L.S.]
NICHOLAS x PLAIN, (totem) [L.S.]
JOHN JOHNSTON, [L.S.]
WILLIAM x WAHBUCK, (totem) [L.S.]
ISAAC SHAH-WAH-NO, [L.S.]
JOHN x OBEDIC, (totem) [L.S.]

I certify that this surrender executed in duplicate was made and signed by Joshua Wawanosh and the thirteen other Indians principal men of the Sarnia Band whose names and seals are affixed thereto, and was assented to by their people in Council in my presence and that of the Visiting Superintendent by the large majority of sixty votes to twenty votes.

WM. SPRAGGE,
D. S. I. A.

I, Charles Robinson, of the Town of Sarnia, in the County of Lambton, Esquire, Judge of the County Court of the said County, do hereby certify, that on Thursday, the thirteenth day of December, in the year of Our Lord one thousand eight hundred and sixty-six at Sarnia aforesaid, the above deed was duly executed in my presence by Joshua Wawanosh, David B. Wawanosh, William Wawanosh, George Ashquaiwonaby and others, Chiefs, Principal Men and Warriors of the Chippewa Indians of Sarnia aforesaid, whose names and seals are subscribed and set to the said deed to the number of fourteen, and that the said Chiefs, Principal Men and Warriors, did then freely and willingly subscribe their said names and set their said seals and acknowledge their said hands and seals in my presence and in the presence of William Spragge and Robert Mackenzie, both of the Indian Department. Witness my hand the day and year aforesaid.

CHARLES ROBINSON,
Judge, County Lambton.

Recorded 19th February, 1867. Lib. C.S. of Surrenders, Folio 296.

GEO. H. LANE,
Deputy Provincial Registrar.

No. 108.

SURRENDER by the Six Nations Indians of the Grand River, in the Province of Canada, to Her Majesty Queen Victoria, of their lands in the Township of Townsend, as described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs of the Six Nations Indians, living upon lands in the Counties of Brant and Haldimand, and Province of Canada, for and acting on behalf of our whole people, do hereby remise, release, surrender, quit-claim, and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land situated in the Province of Canada aforesaid, and in that part of the said Province

known as the Township of Townsend, in the County of Norfolk, being composed of part of lot number twenty, containing twelve acres for flowage of mill pond; the whole of lot number twenty-one, containing one hundred and seventy-three acres more or less, and north-east part of lot number twenty-two, containing sixty-two acres more or less, in all two hundred and forty-seven acres, more or less, in the second concession of the said Township of Townsend.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons, and upon such terms, as the Government of this said Province shall or may deem most conducive to the interests of us, the said Chiefs and our people in all time to come; and upon the further condition, that one-half of the moneys received for the sale thereof, shall, when paid, be added to the distribution moneys to be divided among our people, and the other one-half be placed at interest, and that the interest money so accruing from such investment, shall be paid semi-annually to us and our descendants, less the proportion of expense for management.

And we, the said Chiefs of the Six Nations Tribes of Indians aforesaid, do, on behalf of our people, and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatsoever the Government of this Province may do, or cause to be done in connection with the disposal and sale of the said lands.

In Witness Whereof the said Chiefs have set our hands and affixed our seals unto this instrument, in the Township of Tuscarora, in the County of Brant aforesaid.

Done at our Council House this twenty-sixth day of March, in the year of Our Lord one thousand eight hundred and sixty-seven.

Signed, sealed and delivered in }	NICHOLAS BURNING,	[L.S.]
presence of: }	his	
J. G. STANTON,	PETER BURNING, x	[L.S.]
<i>Dy. Judge of the Co. Court of the Co.</i>	mark	
<i>Norfolk,</i>	his	
and of	JOHN BUCK, x	[L.S.]
JASPER T. GILKISON,	mark	
<i>Visiting Superintendent and Commis-</i>	his	
<i>sioner of Indian Affairs.</i>	ISAAC HILL, ONON, x	[L.S.]
	mark	
	his	
	JOSEPH SNOW, x	[L.S.]
	mark	
	his	
	JOHNSON WILLIAMS, x	[L.S.]
	mark	
	JOHN S. JOHNSON,	[L.S.]
	his	
	WILLIAM BUCK, x	[L.S.]
	mark	
	his	
	PETER KEY, x	[L.S.]
	mark	
	JOHN GIBSON,	[L.S.]
	W. G. SINECOTKEOR,	[L.S.]
	his	
	AARON HILL, x	[L.S.]
	mark	
	his	
	THOMAS ISAAC, x	[L.S.]
	mark	
	his	
	GEORGE MONTURE, x	[L.S.]
	mark	
	his	
	JOHN WARNER, x	[L.S.]
	mark	
	his	
	JACOB SILVERSMITH, x	[L.S.]
	mark	

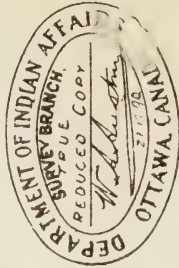
INDIAN RESERVE

This is the map or plan relating to No. 8 referred to in and by the Deed of Surrender and Release herewith annexed, so far as said lot or tracts of land designated as No. 8 is concerned, and we also certify that this map or plan was shown to and explained by the Interpreter to the said Chief and band mentioned in the said Deed of Surrender and they expressed themselves as fully understanding the same and concurring thereto.

Witness our hands this 19th day of August A. D. 1865

(ad) John Dumes judges to be

(see) C. Y. Department
Nat. Trust Comm



JOHN FISHCARRIER,	his x mark	[L.S.]
WILLIAM JACOBS,	his x mark	[L.S.]
JOHN CURLUP,	his x mark	[L.S.]
ALEX. SILVERSMITH,	his x mark	[L.S.]
JOHN HILL, CAYUGA,	his x mark	[L.S.]
JOS. MONTURE,	his x mark	[L.S.]
JAMES MONTURE,	his x mark	[L.S.]
WILLIAM LONGFISH,	his x mark	[L.S.]
ISAAC JACOB,	his x mark	[L.S.]
HENRY CLENCH,	his x mark.	[L.S.]
JOSEPH PORTER,	his x mark.	[L.S.]
GEHAZI CARPENTER,	his x	[L.S.]
PETER JOHN,	his x mark.	[L.S.]
JOHN OBEDIAH,	his x mark.	[L.S.]
WILLIAM HENRY,	his x mark.	[L.S.]

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs of the Six Nations Indians.

J. G. STANTON,

Dy. Judge of the County Court aforesaid.

JASPER T. GILKISON,

Visiting Superintendent and Commissioner.

Recorded 7th May, 1867, Lib. C.S., Folio 299.

GEO. H. LANE,

Deputy Provincial Registrar.

No. 109.

SURRENDER by the Chief and Band of the Indians of the White Fish River Indian Reserve, in the Province of Canada, to Her Majesty Queen Victoria, of their lands in the said Reserve so far as hereinafter described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the said reserve, resident on the Great Manitoulin Island, in the District of Algoma, and Province of Canada, for, and acting on behalf of the whole people of our said tribe, do hereby remise, release, surrender, quit-claim, and yield up, unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular that

certain parcel or tract of land situated in the Province of Canada aforesaid, and in that part of the said Province known as the District of Algoma aforesaid, being composed of all that tract of land marked No. 8 on the map or plan hereunto annexed, and lying between four lines thereon, three of which are marked red and one marked in black, reserving nevertheless to the same band the right of fishing in White Fish River, with the privilege of landing their nets on the shores thereof, in common with the grantees from the Crown who may settle thereon, containing about

be the same more or less. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons, and upon such terms as the Government of this said Province shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men and of our people in all time to come.

And upon the further condition that the moneys received for the sale thereof, shall, after deducting the usual proportion for expense of management, be placed at interest and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants. And we, the said Chiefs and Principal Men of the White Fish River Reserve aforesaid, do on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government of this said Province may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument in the said District of Algoma.

Done at Manitowaning, in the said district, this nineteenth day of August in the year of Our Lord one thousand eight hundred and sixty-five.

Signed, sealed and delivered}	PA-BOM-MIS-SAY, <i>Chief</i> , (totem), [L.S.]
in presence of }	NOW-AH-GAH-BOW (totem), [L.S.]
JOHN PRINCE,	SAH-QUAI-BE-NESS (totem), [L.S.]
<i>Judge of the District of Algoma;</i>	JOHN MITCHELL (totem), [L.S.]
and of	NOS-COO-NAI-KE-ZHIK (totem), [L.S.]
C. T. DUPONT,	KE-ZHIK-GO-BE-NESS (totem), [L.S.]
<i>Visiting Superintendent and Commissioner</i>	
<i>of Indian Affairs.</i>	

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs and Principal Members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat.

JOHN PRINCE,

Judge of the District of Algoma.

C. T. DUPONT,

Visiting Superintendent and Commissioner of Indian Affairs.

PROVINCIAL REGISTRAR'S OFFICE,

OTTAWA, 14th June, 1867.

I hereby certify that this surrender was duly entered on the records of this office in Lib. C. S., Folios 302 and 303.

GEO. H. LANE,

Deputy Provincial Registrar.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Administrator of the Government in Council on the 31st May, 1867.

On a report, dated 23rd May, 1867, from the Hon. the Chief Superintendent of Indian Affairs, submitting for acceptance by Your Excellency, a surrender dated 19th August, 1865, by the Indians of the Ojibeway Tribe of the northerly portion

of the White Fish River Reserve, on the north shore of Lake Huron, for whom the said reserve was set apart (retaining that portion of it which forms a peninsula, as shown upon the tracing which accompanies the surrender.)

The Hon. the Chief Superintendent recommends that the same be accepted, with a view to the land embraced by it, being disposed of for the benefit of the band for whom the reserve was set apart.

The Committee recommend that the surrender be accepted and be enrolled in the offices of the Provincial Registrar and of the Commissioner of Crown Lands.

Certified.

WM. H. LEE,
C.E.C.

To the Honourable

The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,

OTTAWA, 14th June, 1867.

I hereby certify that this copy of a report was duly entered on the records of this office in Lib. C.S., Folio 302.

GEO. H. LANE,
Deputy Provincial Registrar.

No. 110.

CANADA.

[L.S.] MONCK.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

To all to whom these presents shall come, or whom the same may concern,

GREETING:—

H. BERNARD, } WHEREAS, by an agreement made on the ninth day of
Deputy of the Minister of } July, in the Year of Our Lord, one thousand eight
Justice of Canada. } hundred and sixty-seven, between the Chiefs and Principal Men of and belonging to the band of Indians living on and being interested in the Indian Reserve known as the Garden River Indian Reserve, in the District of Algoma, of the first part, and Us, Our heirs and successors, in trust as thereafter set forth, of the second part, reciting that a certain society, known as the Société de Jésus, by their missionary then resident in the said Garden River Indian Reserve, had promised and agreed with the said Indian Chiefs and Principal Men, to erect a water power grist mill and mill premises on the said reserve, whereby the Indians resident on the said reserve might be allowed and enabled to grind such corn as they might grow, and for that purpose it was necessary that a water power mill privilege with a certain amount of land thereto adjoining requisite and necessary for such mill premises, should be obtained on the said reserve.

And further, that the site had been chosen and selected and an agreement made with the said Chiefs and Principal Men to erect thereon the said mill and the premises for the objects aforesaid.

And further, that the parties of the first part were anxious and desirous that the said mill and premises should be erected, and were willing to grant and surrender to Us, in trust to enable Us to grant the same by patent.

It is witnessed, that the parties of the first part for and on behalf of the Garden River Band of Indians did grant and surrender to Us, Our heirs and successors for ever, all and singular that certain water power and mill site and privilege or tract of land and premises hereinafter particularly mentioned, to hold the same unto Us, Our heirs and successors upon trust to grant the same to the said Société de Jésus and

their successors for ever, on condition that the said Société de Jésus erect thereon, at once, the said grist mill and mill premises for the use and convenience of the Indians residing on the said reserve when they shall have grain to grind.

And whereas, in pursuance of the Act passed in the 23rd year of Our Reign, intituled "An Act respecting the management of the Indian lands and property," the said surrender was assented to by the Chief of the tribe or band of Indians as well as by the several Indians entitled to vote at the meeting or Council of the tribe or band summoned for that purpose according to their rules, and held in the presence of an officer duly authorized to attend such Council by the then Commissioner of Crown Lands, as is shown by the certificate of the Judge of the Provisional Judicial District of Algoma, and of the officer authorized to attend by the Commissioner of Crown Lands ;

And whereas, such surrender has been submitted to and accepted by our Governor General in Council ;

And whereas, We think fit, in pursuance of the said surrender so accepted as aforesaid, to declare that Our heirs and successors will hold and be possessed of the said water privilege, mill site, mill power and premises hereinafter particularly mentioned and described, in trust for the several purposes hereinafter mentioned, being such as We think conducive to the benefit of the Indians and others mentioned, and as tending to effect the objects sought to be obtained :

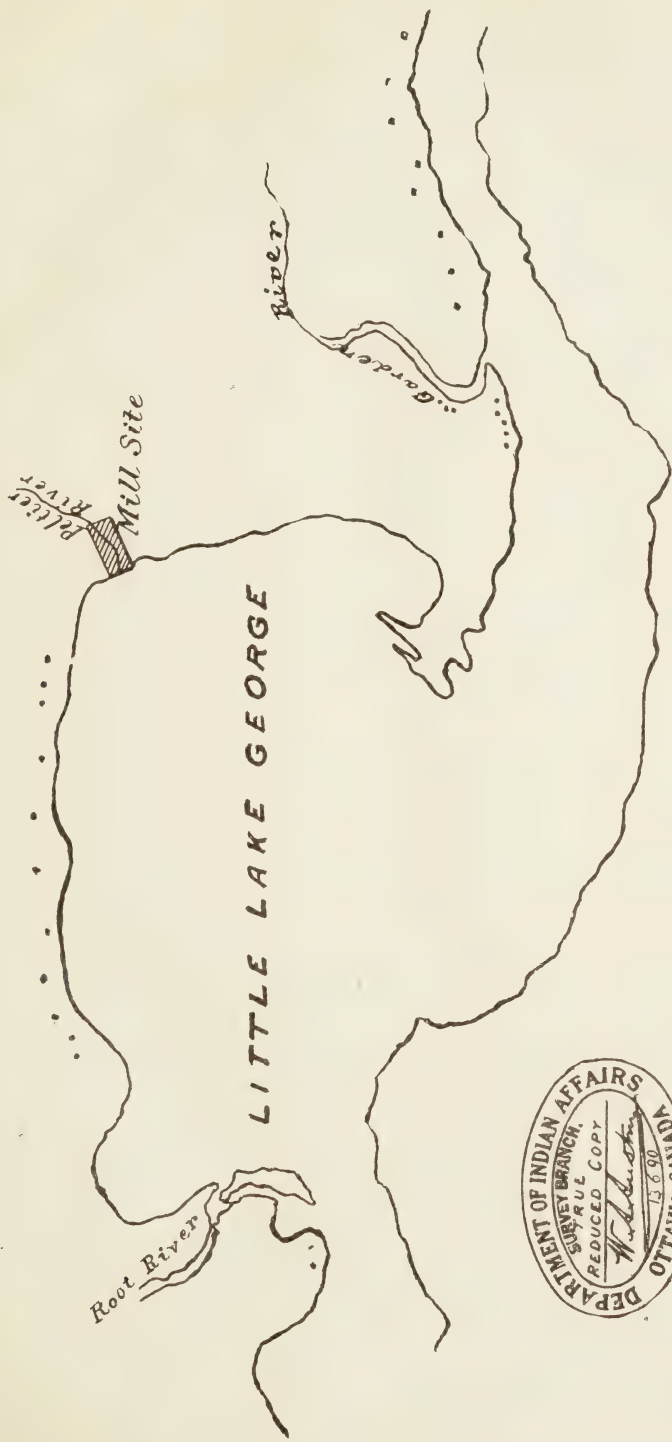
Now know ye, and these presents witness, that We, Our heirs and successors do and shall, from and after the date of these presents, stand possessed of all and singular that certain water power and mill site and privilege and tract of land and premises situate, lying and being on said Garden River Indian Reserve, in the District of Algoma, and which may be more particularly described as follows, that is to say : A block of land three chains in width on each bank of the River Peltier commencing at the mouth thereof on Little Lake George and running up on both sides of the said river to a point touched by the upper overflow of water created by the dam to be built for the said mill, together with all and singular the appurtenances and privileges of the said mill site and the premises belonging, upon trust for the several ends, intents and purposes hereinafter expressed and declared, that is to say :—

1st. That all the Indians and Half-breeds of the said reserve shall, without distinction as to religious faith or creed, or any religious distinction whatever, be entitled to and may profit by and partake in the advantages which may from time accrue from the establishment of the said mill and to the use of the same.

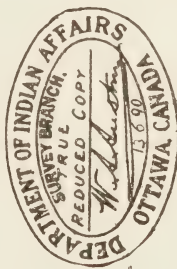
2nd. That every donation for aiding in the construction of the proposed grist mill shall be paid to the Reverend Auguste Kohler (Kasongideeshkamg) or to the missionary or priest of the Société de Jésus or Jesuits for the time being to be by him disposed of according to his or their judgment in the erection, perfecting, completing, maintenance or repairing of the said grist mill. And further, that the said Reverend Auguste Kohler, or the missionary as aforesaid for the time being, shall forthwith proceed to erect on the said premises and to maintain, as before mentioned, a good and sufficient grist mill for the purpose herein contemplated, and that if any sum or sums of money now or hereafter to be received for the purposes of the said grist mill, by the missionary as aforesaid for the time being, shall exceed the amount necessary for such purpose, then that a sum sufficient for the necessary repairs of the said mill and premises shall be retained by him, and that the balance thereof if any, at any time, shall be disposed of for the benefit of the Indians or Half-breeds, of the said reserve.

3rd. That the Indians and Half-breeds of the said reserve at Garden River shall never be called upon to give for toll, at the said mill, more than one-thirteenth of the grain which may be brought to be ground to the said mill, and that the Indians and Half-breeds aforesaid shall have a right to the shorts and bran arising from their share.

4th. That the said Reverend Auguste Kohler, or the missionary as aforesaid for the time being, shall invite the white people to aid by their contributions in the



SUGAR ISLAND
U. S.



erection of the mill and premises unconditionally, and that any persons so aiding shall (but after preference to the Indians and Half-breeds on the said reserve) have and enjoy the advantages of the said mill and the uses thereof in the grinding of their grain according to the legal rate, but that such contributions shall not constitute in themselves a right to use the said mill.

5th. That the Indians and Half-breeds of the reserve of Garden River aforesaid shall not seek the sale or alienation of the stream of water of the reserve which furnishes water for the said mill, and that in the surrender hereby made We, Our heirs and successors shall hold for the advantage of the said mill two hundred feet of ground on each side of the river as far as the great sluice two hundred feet above and on either side the sluice and two hundred feet on each side of the mouth of the river so far as the deep water navigable for large-sized vessels in the Bay of Little Lake George, nor shall any establishment be at any time formed above the sluice which may injure the mill, nor shall the Indians or Half-breeds cut or permit to be cut any trees or underwood in or near the embankment of the said river.

6th. That the missionary for the time being as aforesaid shall have charge of the said mill, and shall direct and regulate the use of the same according to the provisions hereof, and shall have and regulate the use of the funds accruing from the said mill, and of making contracts and purchases as well as of selling the grain received for tolls therefor, and shall act in the same and in the management generally in and for the general interests of the Indians and Half-breeds of the said reserve without distinction of creed or faith, or any religious distinction whatever, and that in the distribution of any revenue of the mill the same shall be first given in the maintenance, repairs and support of the mill and next, in aid, to the aged and infirm and children; provided that any management of the mill and premises and of property and revenues thereof under this clause and of any distribution thereof shall be subject to the confirmation of any regulations in that behalf by Our Chief Superintendent of Indian Affairs.

7th. That in the construction of the said mill, all the machinery which Our Imperial Government had given in aid of establishing a saw mill shall be delivered to the said missionary for the time being, and shall be duly placed and erected in the said mill and as a part and for the purposes thereof.

8th. That if at any time it is considered desirable that a saw mill should be erected on the said mill site and premises, the proposal for the same, and all regulations in respect thereof shall be submitted for the approval of Our Chief Superintendent of Indian Affairs.

Provided always, and these premises are upon this express condition, that if any dispute shall arise in respect to the interpretation of any of the provisions hereof, the same shall be submitted through Our Superintendent of Indian Affairs, to Our Governor General in Council, and the decision of Our Governor General in Council thereupon shall from time to time be sufficient, and that upon breach of any of the declarations or provisions hereof, these Our Letters Patent, shall become void and of no effect.

In Testimony Whereof, We have caused these Our Letters to be made patent, and the Great Seal of Canada to be hereunto affixed. Witness, Our Right Trusty and Well Beloved cousin, the Right Honorable Charles Stanley Viscount Monck, Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of Ireland, and Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of the United Kingdom of Great Britain and Ireland, Governor General of Canada, &c.

At Our Government House, in Our the City of Ottawa, this seventh day of July, in the year of Our Lord, one thousand eight hundred and sixty-eight, and in the thirty-second year of Our reign.

By command,
Recorded 10th July, 1868 }
Lib. G., Folio 68. }

HECTOR L. LANGEVIN,
Secretary of State.

HECTOR L. LANGEVIN,

i—17½ *Secretary of State and Registrar General of Canada.*

This Patent is cancelled under and by authority of an Order of the Honorable the Privy Council dated 8th June, 1869.

HECTOR L. LANGEVIN,
Secretary of State.

The accompanying Letters Patent bearing date 7th July, 1868, constituting a declaration of trust, vesting in the Crown for certain uses a mill site on the River Peltier within the Garden River Indian Reserve having been submitted to the Governor General in Council on the 8th June, 1869, and the concurrence of His Excellency in Council in the cancellation thereof having been given, the said Letters Patent are hereby cancelled under the provisions of the 22nd Section of the Act 23, Victoria, chap. 2nd and the 35th Section of the Act of the Parliament of Canada 31 Victoria, chap. 42, with a view to a new and correct Patent issuing in the stead thereof.

HECTOR L. LANGEVIN,
Secretary of State.

Ottawa, June 18th, 1869.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 23rd June, 1869.

Entered upon the record of the original Letters Patent as entered in Lib. G., Folio 68.

HECTOR L. LANGEVIN,
Secretary of State and Registrar General of Canada.

No. 111.

THIS AGREEMENT, made the ninth day of July, in the year of our Lord one thousand eight hundred and sixty-seven, between the Chiefs and Principal Men of and belonging to the band of Indians living on and being interested in the Indian Reserve known as the Garden River Indian Reserve, in the District of Algoma and Province of Canada, of the first part; and Her Majesty the Queen, Her heirs and successors, in trust, for the purposes hereinafter more fully set forth, and explained, of the second part.

Whereas a certain society, known as the "Société de Jésus," or Jesuits, by their missionaries now resident on said Garden River Indian Reserve, have promised and agreed with the said Indian Chiefs and Principal Men to erect a water-power grist mill and mill premises on said reserve, whereby the Indians resident on said reserve may be allowed and enabled to grind such grain as they may grow, and for that purpose it is necessary that a water-power mill privilege, with a certain amount of land thereto adjoining, requisite and necessary for such mill premises, should be obtained by the said "Société de Jésus," or Jesuits, on said Garden River Indian Reserve.

And whereas the said Jesuit missionaries, by their Superior, the Reverend Auguste Kohler, have chosen and selected on said reserve such a mill site and mill premises as they consider sufficient and necessary for the purposes already mentioned, and have agreed with the said Chiefs and Principal Men to erect thereon the said mill and mill premises for the object aforesaid.

And whereas the said parties of the first part are anxious and desirous that the said mill and mill premises should be erected, and are willing to grant and surrender to Her Majesty the Queen, in trust, to enable Her to grant by patent under the Great Seal of the Province of Canada to the said "Société de Jésus," or Jesuits, and their successors, for ever, such mill site and premises, requisite and necessary thereto.

NOW THIS AGREEMENT WITNESSETH, that the said parties of the first part for and on behalf of the Garden River Band of Indians, for the object and purposes aforesaid, have given, granted, conveyed and surrendered, and by these presents, do give, grant, convey and surrender, to Her Majesty the Queen, and Her heirs, and successors for ever, all and singular that certain water-power and mill site, and privilege, and tract of land and premises, situate, lying and being on said Garden River Indian Reserve, which may be more fully described as follows, that is to say. A block of land three chains in width on each bank of the "River Peltier," commencing at the mouth thereof, on "Little Lake George," and running up on both sides of said river to a point touched by the upward overflow of water, created by the dam to be built for said mill, as laid down on annexed sketch or plan, together with all and singular the appurtenances and privileges to the said mill site and premises belonging. To have and to hold the said mill site and water power and tract of land, with their appurtenances and privileges, unto Her Majesty the Queen, Her heirs and successors for ever, to the uses and upon the trust following, namely, to grant by patent under the great seal of the Province of Canada the said hereinbefore described premises to the said "Société de Jésus," or Jesuits, and their successors forever, on the condition that the said "Société de Jésus" or Jesuits, erect thereon at once said grist mill and mill premises for the use and convenience of the Indians residing on said reserve when they shall have grain to grind.

AUGUSTIN, *Chief* (totem), [L.S.]

his
T. X TOUIT,
mark.

JOHN BELL,

his
LOUIS X CADOTTE,
mark.

NAWAY KESICK (totem),

his
FRANÇOIS X RECOLLET,
mark

SAGAGOUA (totem),

METEANOSH (totem),

SHAUWEBUSE (totem),

NEGESSA (totem),

GEORGE OGISTA (totem),

J. B. TAGOUSH (totem),

WEGUWASS (totem),

JOSEPH RECOLLECT,

his
JOS. X BIRON,
mark.

his
JOSEPH X TEJOSH,
mark.

his
NENABOUGON, X
mark.

Witnesses to the above signatures }
and marks: }

JOHN PRINCE,
Judge of the District of Algoma;

JOS. WILSON,
The officer duly authorized by the Statute, &c.,
23rd Vic., c. 151, s. 4.

We do hereby certify that the within written surrender of the land, &c., within mentioned (and a sketch or plan whereof is hereunto annexed) was assented to by the Chief of the tribe or band of Indians, as well as by the several Indians entitled to vote

at council thereon, according to the terms of the statute in such case made and provided, viz., 23rd Vic., c. 151, s. 4.

Witness our hands this 9th day }
of July, A.D., 1867. }

JOHN PRINCE,

Judge of the District of Algoma, &c.,

JOS. WILSON,

*The officer appointed by the Commissioner of Crown
Lands, according to the Statute.*

No. 112.

SURRENDER by the Chief and Band of the Indians of the Reserve at Maganattawan, in the Province of Ontario and Dominion of Canada, to Her Majesty Queen Victoria, of all the merchantable timber contained on the Reserve there, as described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men belonging to Chief Paimoquonaishkung's Band, owning No. 1 Reserve, at Maganattawan in the District of _____ and Province of Ontario, Dominion of Canada, for and acting on behalf of the whole people and our said tribe, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular the merchantable timber on that certain parcel or tract of land situated in the Province of Ontario aforesaid, and in that part of the said Province known as the District of _____ aforesaid, being composed of Indian Reserve No. 1, situate on the Maganattawan River in the rear of Byng Inlet, containing about 11,520 acres, be the same more or less, and a sufficient quantity of land on the said reserve on which to erect a saw mill and the necessary appurtenances of such an establishment. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of this Dominion shall or may deem most conducive to the interests of us, the said Chief and Principal Men, and of our people in all time to come, and upon further condition that the moneys received for the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants.

And we, the said Chief and Principal Men of Indian Reserve number one, aforesaid, do on behalf of our people and for ourselves hereby ratify and confirm and promise to ratify and confirm whatever the said Government of this Dominion may do or cause to be lawfully done in connection with the disposal and sale of the said timber.

IN WITNESS WHEREOF we, the said Chief and Principal Men have set our hands and affixed our seals unto this instrument in the said _____

Done at Mechehahovedahnung this seventeenth day of May, in the year of Our Lord one thousand eight hundred and sixty-nine.

Signed, sealed and delivered }
in the presence of : }

WM. PLUMMER,

Visiting Supt. and Commr.

Indian Affairs.

GEO. OBOTOSSOWAY.

PAIMOQUONAISHKUNG, *Chief*, x (totem),

[L.S.]

FRANCIS PEMOQUONAISHKUNG x (totem),

[L.S.]

FRANCIS QUO-NAI x (totem),

[L.S.]

MAINOWAISHKUNG x (totem),

[L.S.]

PAIBOAEUNG x (totem),

[L.S.]

NAI-WAH-TAI-GEZ-HIK x (totem),

[L.S.]

MAIN-OGEZHIKGOOK x (totem),

[L.S.]

KE-NAI x (totem),

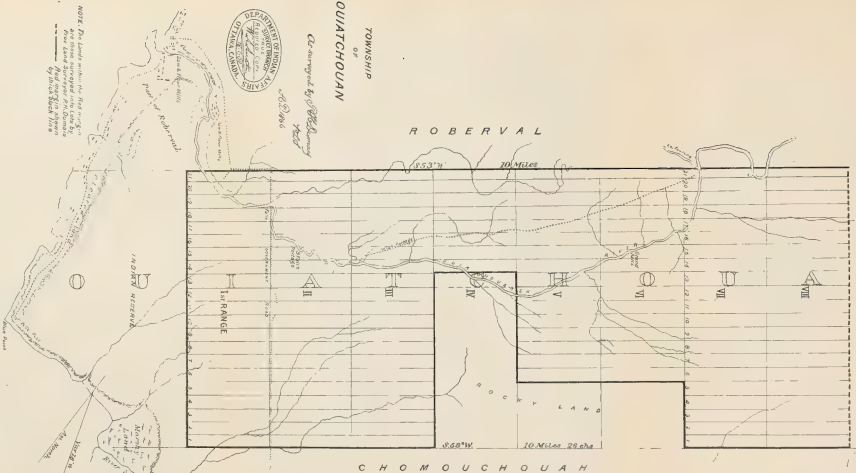
[L.S.]

NAH-GAH-NOSH x (totem),

[L.S.]

JAH-TAI x (totem),

[L.S.]



TOWNSHIP
OF
QUIATCHOUAN

As surveyed by J. B. DeLong

2000



NOTE. The lands within the Red margin are those surveyed into lots by Free land Surveyor R. M. Dunaway.

PA-ME-GEZ-HIC-GAH-NO-KEE x (totem), [L.S.]
 ME-TAH-SO-BE-NESS x (totem), [L.S.]
 PAH-ME-BAI-GEZ-HIK x (totem), [L.S.]
 KAH-GE-GE-WAI x (totem), [L.S.]
 NOW-QUOME-GAH-BOW x (totem), [L.S.]
 ESQUAI-GAH-BOW x (totem) [L.S.]
 NEE-BAI-NAI x (totem) [L.S.]
 MAIS-QUO-DAI-GIVON x (totem), [L.S.]
 WAIS-QUO-NAI-GEZ-HIK x (totem), [L.S.]

Nine of the above mentioned were signed by me by their direction, I being their Chief; and they being scattered and living at great distances, could not be present at this Council.

Witness:

PAIMOQUONAISHKUNG, *Chief*, x

GEORGE OBOTOSSOWAY.

And we hereby certify that the above release or surrender has been assented to and executed by the Chief and principal members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat,

WM. PLUMMER,
Visiting Supt. and Com. I. A.
 GEORGE OBOTOSSOWAY.

No. 113.

SURRENDER by the Band of Montagnais Indians for whom was set apart the Reserve of the Township of Ouatichouan, in the Province of Quebec, to Her Majesty Queen Victoria, of their lands in the Indian Reserve there, as described below, to be sold for their benefit.

KNOW ALL MEN that the undersigned Chief and Principal Men of the above mentioned band living on the above mentioned reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land situated in the Dominion of Canada and in that part of the said Province of Quebec, being composed of concessions one, two, three; parts of four, five, six and the whole of seven and eight, in the said Township of Ouatichouan, as described and set forth in the map or plan hereunto annexed.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of the said Dominion of Canada shall or may deem most conducive to the interest of us, the said Chiefs and Principal men and our people in all time to come. And upon the further condition that the monies received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants. And we, the said Chiefs and Principal Men of the band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument in the said Province of Quebec, at Post Metabetchouan. Done at our Council House this twenty-fifth day of June, in the year of Our Lord one thousand eight hundred and sixty-nine.

Signed, sealed and delivered in the presence of :

Signed by the Chief and thirty-six other Indians, members of the Band.

D. Roy,

Judge of Superior Court and of the District of Chicoutimi.

We, the undersigned, do hereby certify that all the names here above have been freely and voluntarily given, either by those who have set their own hands or affixed their marks.

IN WITNESS WHEREOF, we have signed the present at Metabetchouan, this twenty-fifth day of June, in the year of Our Lord one thousand eight hundred and sixty-nine.

F. DUROCHER,
THOMAS B. ROSS.

And we hereby certify that the above release or surrender has been assented to and executed by the Chief and principal members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe, summoned for that purpose according to their rules and entitled to vote thereat.

D. ROY,
Judge of Superior Court, and of the District of Chicoutimi.

[*Translation follows.*]

PROVINCE DE QUÉBEC, }
DISTRICT DE CHICOUTIMI. }

Affidavit en vertu du chapitre 42, 31 Vict., cl. 8, sous-section 2.

Le révérend messire Dominique Racine, prêtre, vicaire forain, curé de la paroisse de Saint-François-Xavier de Chicoutimi, étant dûment assermenté, déclare et dit :

J'ai été chargé de la part du Secrétaire d'Etat de la Puissance du Canada d'assister au Conseil des chefs de la tribu des Montagnais, dans la région du Saguenay, lac Saint-Jean, convoqué pour délibérer sur la cession des terres réservées pour l'usage des Sauvages en vertu de tel acte et je déclare que la dite cession a été ratifiée par tous les chefs de la tribu, tel que pourvu et voulu.

En foi de quoi j'ai signé les présentes.

D. RACINE, Ptre.,
Procureur du Secrétaire d'Etat.

Assermenté devant nous à Chicoutimi, }
le 9 juillet 1869. }
D. ROY, J.C.S.

(*Translation.*)

PROVINCE OF QUEBEC. }
DISTRICT OF CHICOUTIMI. }

Affidavit in virtue of Cap. 42, 31 Vict., sec. 8, sub-section 2.

The Revd. Dominique Racine, Priest, non-residing Vicar, and Curate of the Parish of St. François-Xavier of Chicoutimi, being duly sworn, declares and says :

I have been deputed by the Secretary of State of the Dominion of Canada to be present at the Council of the Chiefs of the Montagnais Tribe, in the region of the Saguenay, Lake St. John, convoked to deliberate upon the cession of the lands reserved for the use of the Indians, in virtue of such Act, and I declare that the said cession has been ratified by all the chiefs of the tribe according to the provisions of the law.

In testimony whereof I have signed.

D. RACINE, Priest,
Proc. to the Secretary of State.

Sworn before me at Chicoutimi, }
9th July, 1869. }
D. ROY, J.S.C.

[Translation follows.]

PROVINCE DE QUÉBEC, }
DISTRICT DE CHICOUTIMI, }

Affidavit en vertu du chap. 42, 31 Vict., cl. 8, sous-section 2.

Basile Tshgilnu, Etienne Tshinatsilnu, Luc Tsheilone, François Jourdin, Sauvages Montagnais et chefs de la tribu habitant la région du Saguenay, Lac Saint-Jean, ayant été dûment assermentés sur les saints évangiles, déclarent, déposent et disent :

Comme chefs de la tribu des Montagnais habitant la région du Saguenay, Lac Saint-Jean, nous déclarons que la cession des terres des Sauvages est dûment consentie après délibération et ratifiée suivant la loi, par nous dits chefs, au nom de la dite tribu.

Signé par les cinq Sauvages membres de la tribu.

	x	}
Noms des	x	
membres	x	
de la tribu.	x	
	x	

Assermenté devant nous à Chicoutimi, le 9 juillet 1869.

D. ROY, J.C.S.

(Translation.)

PROVINCE OF QUEBEC, }
DISTRICT OF CHICOUTIMI, }

Affidavit in virtue of Cap. 42, 31 Vict. sub-section 2.

Basile Tshgilnu, Etienne Tshinatsilnu, Luc Tsheilone, François Jourdin, Montagnais Indians and Chiefs of the tribe inhabiting the region of the Saguenay, Lake St. John, having been duly sworn upon the Holy Gospel, declare, &c., &c. :—

As Chiefs of the Montagnais Tribe, inhabiting the region of the Saguenay, Lake St. John, we declare that the cession of the Indian lands, after deliberation, is duly assented to and ratified according to law by us said Chiefs in the name of the tribe, and we have signed.

Signed by five Indians, members of the Band.

Sworn before me at Chicoutimi }
this 9th July, 1869.

D. ROY, J.S.C.

No. 113½.

[Translation follows.]

SACHEZ TOUS PAR CES PRÉSENTES QUE NOUS, François Etienne St.-Aubain, premier chef, Jean Athanas, second chef, Joseph Laurent, Jean Athanas, senior, James Grey, Antoine Athanas, Joseph Nicolas, Jean Bernard, Thomas Athanas, Jean Denis, Noël Denis, Laurent Athanas, Félix Etienne St. Aubain, Baptiste Denis, François Grey, Paul Joseph, Elisabeth Terrien, Vve Paul Joseph, chefs et principaux de la tribu des Sauvages Amalécites résidant à l'Île Verte, à la Rivière-du-Loup, à Cacouna, et dans les places environnantes représentant notre peuple et agissant pour lui et en son nom, assemblés en conseil, ce quatrième jour d'août dans l'année de Notre Seigneur, mil huit cent soixante et neuf, à Cacouna, dans le comté de Témiscouata, dans la province de Québec, dans la Puissance du Canada, pour et en considération des avantages et profits qui devront résulter pour notre peuple de la vente des terres qui ont été réservées pour nous, dans le township Viger, dans la dite province de Québec, dans la dite Puissance du Canada, transportons et cédon par les présentes

à notre Souveraine Dame la Reine Victoria, Ses héritiers et successeurs, en *fidéicomis*, pour être vendu au profit de notre dit peuple, et à la condition que les deniers, provenant de cette vente, soient (déduction faite d'une proportion raisonnable pour les frais d'arpentage et d'administration) convertis en bons sur l'Etat (*Dominion Stock*) portant intérêt à raison de six pour cent, par année, lequel intérêt sera divisé à époque fixe en parts égales entre les Sauvages qui résident actuellement dans aucune des localités plus haut en premier lieu mentionnées (et dont les noms se trouvent insérés dans la liste annexée à ces présentes) et leurs descendants à toujours. Cette réserve dans le dit township Viger telle que marquée sur le plan daté, Département des terres de la Couronne, le vingt février, mil huit cent cinquante-huit et représentée sur le dit plan comme étant de la contenance d'environ trois milles six cent cinquante arpents, ainsi qu'il appert de la copie du dit plan annexé à ces présentes, pour mieux montrer et expliquer la position de l'étendue des terres transportées et cédées par ces présentes dans le but qu'elles soient vendues.

A la condition en outre que chacun de nous soit rémunéré sur évaluation faite par une personne dûment autorisée à cet effet, par le Surintendant général des Affaires des Sauvages pour les améliorations qu'il pourra avoir faites sur aucuns des lots situés dans cette partie de la réserve maintenant transportée, lorsque ces dits lots ou aucun d'eux seront vendus, c'est-à-dire que la valeur intrinsèque de chaque lot formera partie du fond commun, et que les améliorations qui peuvent être faites sur aucun des dits lots, appartiendront aux ci-devant possesseurs Indiens, comme il est ci-dessus exprimé.

Pour avoir et posséder Sa dite Majesté la Reine, Ses héritiers et successeurs en *fidéicomis* les terres ci-dessus spécifiées et à Elle transportées par ces présentes et en faire l'usage plus haut mentionné.

En foi de quoi nous Chefs et Principaux de la tribu des Sauvages Amalécites comme susdit agissant pour et au non de notre peuple, lequel a sanctionné et approuvé en Conseil Général le dit transport et y avons apposé nos noms et sceaux. au lieu et jours plus haut mentionnés.

sa
FRANÇOIS ETIENNE x ST. AUBAIN, *Premier Chef*.
marque.

sa
JEAN x ATHANAS, *Second Chef*.
marque.

sa
JOSEPH x LAURENT.
marque.

sa
JEAN x ATHANAS, Sr.
marque.

sa
JAMES x GREY.
marque.

sa
ANTOINE x ATHANAS.
marque.

sa
JEAN x BERNARD.
marque.

sa
THOMAS x ATHANAS.
marque.

sa
JEAN x DENIS.
marque.

sa
NOËL x DENIS.
marque.

sa
LAURENT x ATHANAS.
marque.

^{sa}
FÉLIX ETIENNE x ST. AUBIN.
marque.

^{sa}
BAPTISTE x DENIS.
marque.

^{sa}
FRANÇOIS x GREY.
marque.

^{sa}
PAUL x JOSEPH.
marque.

^{sa}
ELIZABETH x TERRIEN, veuve Paul Joseph.
marque.

^{sa}
JOSEPH x NICHOLAS.
marque.

Je soussigné accepte, pour et au nom de l'Honorable Secrétaire d'Etat du Canada, Surintendant Général des Affaires des Sauvages, ayant duement été par lui autorisé à le représenter et à agir comme tel à cet fin, le transport ou instrument comportant la cession qui précède.

J. LAZ. MARCEAU, Ptre.
Curé de l'Isle Verte, et Missionnaire S.A.T.V.

Exécuté en présence des
témoins soussignés,
CHAS. BERTRAND, M.P.
H. CYRIAS PELLETIER.

Nous soussignés certifions que les procédés ci-dessus et des autres parts ont été faits en notre présence et que le tout est correct et que la dite cession a été signée par François Etienne St. Aubain, premier chef, et Jean Athanas, jnr., second chef, et autres Sauvages.

Assermenté devant moi, juge
de la Cour Supérieure, à
l'Isle Verte, District de Kamouraska, le vingt-deux
octobre mil huit cent
soixante et neuf.
F. O. GAUTHIER,
J.S.C.

^{sa}
JEAN x ATHANAS, 2ème chef.
marque.

J. LAZ. MARCEAU, Ptre.

*Curé de l'Isle Verte.
Missionnaire des Sauvages Amalécites de Viger.*

(Translation.)

KNOW ALL MEN BY THESE PRESENT: that we, François Etienne St. Aubain, Head Chief, Jean Athanas, Sub Chief, Joseph Laurent, Jean Athanas, Senior, James Grey, Antoine Athanas, Joseph Nicolas, Jean Bernard, Thomas Athanas, Jean Denis, Noël Denis, Laurent Athanas, Félix Etienne St. Aubain, Baptiste Denis, François Grey, Paul Joseph, Elizabeth Terrien, widow Paul Joseph, Chiefs and Principal Men of the Amalecite Indian Tribe, residing at l'Isle Verte, Rivière du Loup, Cacouna and vicinity, representing our people and acting for and in their name, assembled in Council, this fourth day of August, in the year of Our Lord one thousand eight hundred and sixty-nine, at Cacouna, County of Temiscouata, Province of Quebec and Dominion of Canada, for and in consideration of the advantages and profits which will result to our people from the sale of the lands which have been set apart for us in the Township of Viger, Province of Quebec and Dominion of Canada aforesaid, do hereby transfer and cede to Our Sovereign Lady Queen Victoria, Her heirs and successors, in trust, to be sold for the benefit of our said people and on the condition

that the monies accruing from such sale be (deduction being first made of a reasonable proportion thereof to meet with the expenses of survey and management), converted into Dominion Stock, bearing interest at 6 per cent per annum, which interest shall be divided at stated periods, in equal parts among the Indians who are at present residing in any of the localities above mentioned (and whose names are inserted in the list hereto annexed) and their descendants for ever; that reserve in the said Township of Viger, as shown on the plan dated "Crown Lands Department, the twentieth day of February, one thousand eight hundred and fifty-eight" and represented on the said plan as containing about three thousand six hundred and fifty acres, as shown on the copy of the said plan hereto annexed, which said copy is to better demonstrate and explain the position and extent of the hereby transferred and ceded lands, with a view to their being sold, and on the further condition that each of us be compensated on valuation being made by a person duly authorized to that effect by the Superintendent General of Indian Affairs, for the improvements which he may have performed upon any of the lots situated in that part of the reserve now ceded, when these said lots or any of them shall be sold; that is to say, the intrinsic value of each lot will form part of the general fund and the improvements which have been made on any of the said lots will belong to the theretofore Indian owners as above stated. To have and to hold to Her said Majesty the Queen, and Her heirs and successors, in trust, the lands above specified and ceded to Her by these presents, and to make use of as above stated.

IN TESTIMONY WHEREOF, we, the Chiefs and Principal Men of the Amalecite Indian Tribe, as above stated, acting for and in the name of the people, who have sanctioned and approved, in General Council of the said transfer, have hereunto affixed our names and seals, at the place and date above mentioned.

FRANÇOIS ETIENNE x ^{his} ST. AUBAIN, *Head Chief,*
mark.

^{his}
JEAN x ATHANS, *Sub-Chief,*
mark.

^{his}
JOSEPH x LAURENT,
mark.

^{his}
JEAN x ATHANAS, *Senr.,*
mark.

^{his}
JAMES x GREY,
mark.

^{his}
ANTOINE x ATHANAS,
mark.

^{his}
JEAN x BERNARD,
mark.

^{his}
THOMAS x ATHANAS,
mark.

^{his}
JEAN x DENIS,
mark.

^{his}
NOËL x DENIS,
mark.

^{his}
LAURENT x ATHANAS,
mark.

^{his}
FÉLIX ETIENNE x ST. AUBAIN,
mark.

^{his}
BAPTISTE x DENIS,
mark.



Scale of Chains

Crown Lands Depart
Toronto 20th February 1858
Signed - Andrew Russell
Asst. Commr



his
FRANÇOIS x GREY,
mark.

his
PAUL x JOSEPH,
mark.

her
ELIZABETH x TERRIEN, widow Paul Joseph,
mark.

his
JOSEPH x NICHOLAS,
mark.

I, the undersigned, for and in the name of the Honorable the Secretary of State of Canada, Superintendent General of Indian Affairs, duly authorized by him to represent him, and to act to that effect, do hereby accept the transfer or deed embodying the foregoing surrender.

J. LAZ. MARCEAU, Ptre.,

Curé of L'Isle Verte, and Missionary of the Amalecite Indians of L'Isle Verte.

Executed in the presence of the
undersigned witnesses:

CHAS. BERTRAND, M.P.,
H. CYRIAS PELLETIER.

We, the undersigned, hereby certify that the foregoing document was made in our presence, that it is correct, and that François Etienne St. Aubain, Head Chief, Jean Athanas, Junior, Sub-Chief, and fourteen other Indians, have signed it.

his
JEAN x ATHANAS,
mark.

J. LAZ. MARCEAU, Ptre.,

Curé of L'Isle Verte and Missionary to the Amalecites.

Sworn before me, Judge of the
Superior Court at L'Isle Verte,
District of Kamouraska, this
twenty-second day of October,
one thousand eight hundred
and sixty-nine.
F. O. GAUTHIER, J.S.C.

No. 114.

KNOW ALL MEN BY THESE PRESENTS, that we, Louis De Gonzague, Jean Hannis, Pierre Joseph Wawanolette, Thomas Massadokus, Chiefs and Principal Men of the Abenakis Indians, on the reserve at St. Francis, in the County of Yamaska and Province of Quebec, for and acting on behalf of the whole people of Our band and nation, do hereby remise, release, surrender, quit claim and yield up to Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain pieces or parcels of land situated in that part of our seigniori in the Province of Quebec, at present claimed by white settlers, and which may be better known and described as follows:—

1. A land of three arpents more or less in front, by twelve arpents in depth, more or less, bounded in front by the River St. Francis, and which is claimed by the Rev. Mr. Maurault, and upon which the village of Pierreville is built.

2. A lot of land of about ten arpents in superficies, adjoining lot No. 1, also claimed by the Rev. Mr. Maurault.

3. Part of the island known as Isle de la Maison or St. Sebastien, containing about fifty arpents in superficies, also claimed by the Rev. Mr. Maurault.

4. An emplacement in the village of Abenakis, sold by Louis Obumsawin to Joseph Rascony, on the twenty-fifth day of November, one thousand eight hundred and forty-three.

5. Another emplacement sold by Jean Stanislaus to Joseph Rascony the twenty-sixth day of November, one thousand eight hundred and sixty.

6. A lot of land situate in Isle à L'Ail, claimed by Joseph Rascony.

7. An emplacement in the village Abenakis, sold by Pierre Joseph Obumsawin to Joseph Rascony, the sixteenth day of May, one thousand eight hundred and sixty-four.

8. A lot of land in the Island Atcomback, in the occupation of Israel Dérousseau.

9. A lot of land in the village Abenakis, in the occupation of Henri Vassal, bounded in front by the road, in rear by the road St. Joseph, on one side by the representatives Angelique Pakikan and widow Portnquf, and on the other side by Simon Obumsawin, Thomas Massadagous and the common.

10. A lot of land in the Abenakis village, bounded in front by the road, in depth by the common, on one side by a route, and on the other side by Pierre Marie Magoa and others.

11. A piece of land situate at the Marais, in the said village, sold by Pierre Joseph Wawanolet to Henri Vassal, the seventeenth of August, one thousand eight hundred and sixty-six.

12. A piece of land in Isle Ronde, sold by Jean Massadagous to Henri Vassal, and containing one arpent and a-half, more or less, in superficies.

13. Another piece of land in Isle Ronde, claimed by Henri Vassal as having been purchased by him from widow Tahamont, Jean Elie Abumsawin and Marie Massadokis.

14. Another piece of land in Isle Ronde, containing fourteen arpents, in a wild state, and claimed by Henri Vassal as having purchased the same from Ignace Masta.

15. An island in the River St. Francis known as Isle "Alexandre Gill," purchased by Henri Vassal from Alexandre Gill.

16. A piece of land in Isle aux Pins claimed by David Gill, containing about five arpents.

17. A piece of land of about nine arpents in superficies in Isle aux Rapides, claimed by David Gill.

18. A piece of land in Isle Pierrot, containing about two arpents in superficies, claimed by Louis Gill, also four arpents and a-half in reserve.

19. A piece of land in Isle aux Pins containing about two arpents in superficies, claimed by William Dauplaise.

20. A lot of land in the village Abenakis, bounded in front by the river, in rear by the Abenakis Tribe, on one side by the Rev. Mr. Maurault and Joseph Laurent, on the other side by conceded land, containing about thirty-six arpents in superficies, and claimed by the widow of the late Ignace Gill, Esq.

21. A piece of land in Isle Atcomback, claimed by Mr. Felix Gill.

22. A piece of land in Isle Sebastien, containing about two arpents in superficies, claimed by Louis Caya as having acquired it from François Ododoson.

23. A piece of land in Isle Ronde, containing about three arpents in superficies, claimed by Louis Caya as having acquired it from Catherine Obumsawin.

24. A piece of land in Isle à L'Ail, containing about two arpents in superficies, claimed by Louis Caya as having acquired the same from Simon Obumsawin.

25. A piece of land in Isle Pierrot claimed by Joseph Daneau.

26. A piece of land in Isle Pierrot claimed by Agapit Daneau.

27. A piece of land in Isle claimed by Alfred Rousseau in virtue of a deed of the fourteenth of October, one thousand eight hundred and fifty-eight.

28. A piece of land in Isle à L'Ail, containing about six arpents in superficies, claimed by Alfred Rousseau.

29. A small island known as "Isle Rousseau" claimed by Alfred Rousseau.

30. A lot of land, containing about two arpents in superficies in Isle Pierrot, claimed by Theodore Plamondon.

31. A small island, known as "Isle Simon," containing about one arpent and a half, claimed by Theodore Plamondon.

32. A piece of land containing about six arpents in superficies, situate in Isle Sebastien, claimed by Joseph Plamondon.

33. A piece of land containing about two arpents in superficies, situate in Isle aux Pins.

34. Five small islands, claimed by Joseph Plamondon, lying near Isle Sebastien.

35. A piece of land in the village Abenakis, containing about three arpents in front by five arpents in depth, bounded in front by the road, in rear by the tribe, on one side by conceded lands and on the other side by the reserve, claimed by L. A. Senecal, Esq.

36. A lot of land of about four arpents in front by eight arpents in depth at the extremity or north-west point of Isle Ronde, claimed by L. A. Senecal, Esq.

37. A lot of land of about three arpents in superficies, in the said Isle Ronde, claimed by the said L. A. Senecal, Esq.

38. A piece of land in the said Isle Ronde containing about three arpents and a half in superficies, bounded by the channel Hertel on one side and on the three other sides by the reserve, and all appurtenances, unto the said respective properties belonging. To have and to hold the same to Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of the Dominion of Canada shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men and our people, and upon the further condition that the moneys received from the sale thereof shall, after deducting the usual proportion for the expense of management, be placed at interest for our benefit and that of our people in all time to come, and that the said interest shall be paid periodically to our people and their descendants. And we, the said Chiefs and Principal Men of the Abenakis Tribe of Indians, do for ourselves and on behalf of our people, hereby ratify and confirm, and promise to ratify and confirm, whatsoever the Government of the said Dominion hath done or may cause to be done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we the said Chiefs and Principal Men have hereunto set and affixed our seals at the village Abenakis of St. Francis this fourth day of July, one thousand eight hundred and sixty-eight.

Signed, sealed, and delivered in }
presence of }
JOS. LAURENT. }
SAMUEL BENEDICT. }

LOUIS X DE GONZAQUE, [L.S.]
JEAN HANNISS, [L.S.]
THOS. X MASSADOKOUS, [L.S.]
P. J. WAWANOLETTE. [L.S.]

James Armstrong, of the Town of Sorel, advocate, and Jean Hanniss, one of the Chiefs of the Abenakis Tribe of Indians, being duly sworn, do depose and say that the above release or surrender has been assented to and executed by the Chiefs and Principal Men of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat; and deponents have signed.

Sworn before me at Montreal this }
sixth day of July, 1868. }
CHARLES MONDELET. }

JAMES ARMSTRONG.
JEAN HANNISS.

No. 116.

SURRENDER by the Ottawas and Chippewas of Detroit of a certain tract of land on the south side of Detroit River, also an island in mouth of said river to His Majesty.

KNOW ALL MEN BY THESE PRESENTS, that we, the principal village and war Chiefs of the Ottawa and Chippewa Nations of Detroit, for and in consideration of the goodwill, friendship and affection, which we have for Alexander McKee, who has served with us against the enemy during the late war, have, by and with the consent of the whole of our said nations, given, granted, enfeoffed, alienated, confirmed, and by these presents do give, grant and enfeoff, alien and confirm unto His Majesty George the Third, King of Great Britain, France and Ireland, &c., &c., &c., a certain tract of land situated on the south side of Detroit River, beginning at the line granted on the seventh day of June, one thousand seven hundred and eighty-four, by the Ottawas and Hurons to Indian officers, and running an easterly course along said line until it arrives at the end of seven English miles; from thence a northerly course bearing always in breadth seven English miles from the said River Detroit till it strikes the most northerly branch of the River Canard; thence down the said branch and River Canard to the mouth thereof, and from thence down the River Detroit to the place of beginning. Also an island in the mouth of said River Detroit, commonly known by the name of Bois Blanc, with all and singular the appurtenances unto the said tract of land and island belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents and services of the said premises, and all the estate, right, title, interest, property, claim or demand whatever of us the said Chiefs or any one whatever of our said nations, in and to said tract or parcel of land, or of, in and to every part or parcel thereof, to have and to hold the said lands and premises hereby given and granted, or mentioned or intended to be given and granted, unto His said Majesty George the Third, His heirs and successors for the only purpose or proper use and behoof of His said Majesty George the Third, His heirs and successors for ever. And we, the said Chiefs, for ourselves and the whole of our said nations, our and their heirs, executors, administrators, do covenant, promise and grant to and with His said Majesty George the Third, His heirs and successors, by these presents, that His said Majesty, His heirs and successors, shall and lawfully may from henceforth and forever after peaceably and quietly have, hold, occupy, possess and enjoy the said tract or parcel of land hereby given and granted, with all and every of its appurtenances, free, clear and discharged, or well and sufficiently saved, kept harmless and indemnified of, from and against all former and other gifts, grants, bargains and sales, and of, from and against all former and other titles, troubles, charges or incumbrances whatever, had, done or suffered, or to be had, done or suffered, by any of us, the Chiefs, or by any one whatever of the said nations, our and their heirs, executors or administrators; and by these presents do make this our act and deed irrevocable under any pretence whatever of the said nations, and have put His said Majesty in full possession and seizin by allowing houses to be built on the premises.

IN WITNESS WHEREOF, we, the said Chiefs, for ourselves and the said nations, have unto these presents affixed the marks of our different tribes at Detroit aforesaid, the fifteenth day of May, in the twenty-sixth year of the reign of Our Sovereign Lord George the Third of Great Britain, France and Ireland, King, Defender of the Faith, etc., and of Our Lord one thousand seven hundred and eighty-six.

Signed in presence of :

THOS. WILLIAMS
JOHN CLARKE
DANL. FIELDS

}

EQCESBAWA, } *Ottawas.*
HIQUELOW } *Bear Tribe.*

KENSAVANSE, *Wolf Tribe.*

PANDIAC,
ASSINOWA.

SHABOQUI, } *Chippewas.*
 HAYQUOSSEAU, } *Eagle Tribe.*
 MISQUIEAWPAWN,
 TICKCOUEGOSSOW.

A true copy.

D. W. SMITH,
Secretary to the Land Office Board,
District of Hesse.

Extracted from the Quebec Council Book, pages 404, 400, 406.

No. 117.

SURRENDER by Chief Shawbokezhik and Band of the 10th Indian Reserve, on Lake Nipissing, in the Province of Ontario, to Her Majesty Queen Victoria, all the merchantable timber contained on the said reserve, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the said reserve, in the Province of Ontario, for and acting on behalf of the whole people of our said tribe, do hereby surrender and yield up unto Our Sovereign Lady the Queen, and Her heirs and successors for ever, all the merchantable timber on the Indian reserve known and marked on the plan or map as No. 10, situated on Lake Nipissing, in the Province of Ontario aforesaid. To have and to hold the same unto Her Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons, and upon such terms as the Government of the Dominion of Canada shall or may deem most conducive to the interest of us, the said Chief and Principal Men, and of our people, in all time to come. And upon the further condition that the moneys received for the value thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money so accruing from such investment shall be paid periodically to us and our descendants. And we, the said Chief and Principal Men of the aforesaid reserve, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm whatever the said Government of said Dominion may do or cause to be lawfully done in connection with the disposal and sale of the said timber.

IN WITNESS WHEREOF, we, the said Chief and Principal Men, have set our hands and affixed our seals unto this instrument.

Done at Lake Nipissing, in the Province of Ontario, on the fourteenth day of August, in the year of Our Lord one thousand eight hundred and sixty-eight.

Signed and sealed and delivered}	SHAWBOKEZHIC, <i>Chief</i> , x	[L.S.]
in the presence of }	NISH-E-NAH-BAI, <i>Sub-Chief</i> , x	[L.S.]
WM. PLUMMER,	JOSEPH KEAH-KE-WE-GAH-BOW-	
<i>Visitg. Supt. Com. Indian Affairs.</i>	WICK, x	[L.S.]
McGREGOR IRONSIDE,	SE-MO, x	[L.S.]
<i>Clerk and Interpreter I.D.</i>	CAH-DO, x	[L.S.]
	FRANÇOIS NAHTODWANE, <i>or</i> }	
	FRANÇOIS WAHSAIKEZHIC, }	x [L.S.]
	ALIXER COMMANDANT, x	[L.S.]
	PE-NES-SE, x	[L.S.]
	JOS. KEAK-KE-WE-GAH-BOW-	
	WICK, <i>or</i> JOS. COMMANDANT, }	x [L.S.]
	JEAN BTE. SHAWBOKEZHIC, x	[L.S.]
	FRANÇOIS GOULAIS, x	[L.S.]
	TEGWOB, x	[L.S.]
	NAITUMEGAHBOW, x	[L.S.]
	BUZWAH, x	[L.S.]

It is hereby agreed by Wm. Plummer, Superintendent and Commissioner Indian Affairs, on behalf of Her Majesty the Queen and the Government of the Dominion

of Canada, who desire to deal liberally with all Indian tribes or bands, that the said Government of Canada shall dispose of or sell the merchantable timber on the Indian reserve known and marked on the map or plan as No. 10, situated on Lake Nipissing, in the Province of Ontario, for the benefit of Chief Shawbokezhik and his band, and for their descendants. And that the said Government also hereby agree to pay 32 cents for each saw-log cut and taken from the reserve, and a bonus, besides of ten dollars per superficial mile, or a sum of eight hundred and eighty in lieu thereof, and a rental of eighty-eight dollars per annum so long as the Government shall see fit to retain the right to sell the timber. The amount accruing from these sources shall be placed at interest, and, after deducting the usual proportion for the expense of management, shall be divided periodically among Shawbokezhik and his band and their descendants.

In witness whereof I have hereunto set my hand and seal.

WM. PLUMMER,

Visiting Supt. and Commissioner.

Done at Lake Nipissing, this fourteenth day of August, 1868.

No. 118.

We, Thomas Mercer Jones, of the Town of Goderich, County of Huron, Huron District and Province of Canada, and Frederick Widder, of the City of Toronto, County of York, Home District and Province aforesaid, Esquires, the attorneys of the Canada Company, incorporated under and by virtue of an Act made and passed in the sixth year of the reign of His Majesty King George the Fourth, entitled: "An Act to enable His Majesty to grant to a Company, to be incorporated by charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada, and to invest the said Company with certain powers and privileges, and for other purposes relating thereto," being constituted and appointed such attorneys by virtue and in pursuance of an Act passed in the ninth year of the reign of His Majesty King George the Fourth, entitled: "An Act to alter and amend an Act for enabling His Majesty to grant to a Company, to be incorporated by charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada," do hereby, in consideration of the sum of eighty-seven pounds ten shillings lawful money of the Province of Canada, to us, as such attorneys, as aforesaid, paid by Samuel P. Jarvis, Chief Superintendent of Indian Affairs, grant and release, yield up and surrender unto Our Sovereign Lady Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and to Her heirs and successors, all that certain parcel or tract of land, situate as follows: composing lot fifteen, in the second concession of the Township of Alnwick, County of Northumberland, Newcastle District and Province aforesaid, containing by admeasurement two hundred acres of land, be the same more or less, and all the right, title and interest of the said Canada Company to and in the same and every part thereof. To have and to hold unto Our said Lady the Queen, Her heirs and successors for ever in trust, for the sole use and benefit of the Messessaga Tribe of Indians, known and described as of Kingston and the Bay of Quinté.

IN WITNESS WHEREOF, we, the said Thomas Mercer Jones and Frederick Widder have hereunto subscribed our hands as attorneys of the said Canada Company, and affixed our seal of office at the City of Toronto, in the Province of Canada, this eighth day of November, in the year of Our Lord one thousand eight hundred and forty-one.

Signed, sealed and delivered in
presence of :
DONALD McDONALD,
THOS. COLLIER.

THOMAS MERCER JONES, [L.S.]
FREDERICK WIDDER. [L.S.]

We hereby certify that this is a correct copy of a deed recorded in the Canada Company's office, Deed Book No. 13, folio 39.

ALFRED WILLSON,
HERBERT HAMILTON,



PART OF

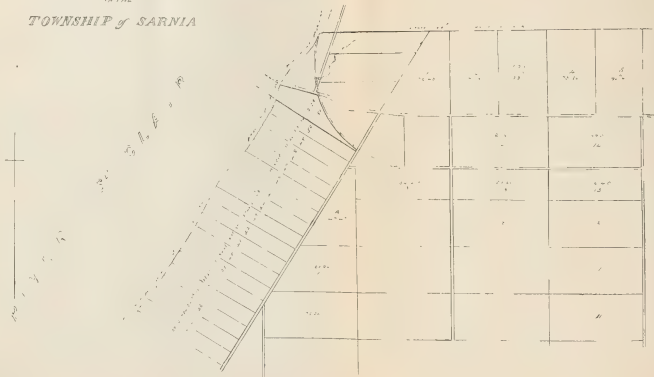
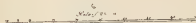
MAP

OF THE

INDIAN RESERVE

IN THE

TOWNSHIP of SARNIA



No. 119.

WHEREAS, the Chippewa Indians of Sarnia in general council assembled upon their reserve, on Thursday, the fourth day of May, in the year of Our Lord one thousand eight hundred and seventy-one, at which were present about seventy of our Chiefs, Principal Men and Warriors, did covenant and agree with William Spragge, Esquire, Deputy Superintendent of Indian Affairs for the Dominion of Canada, and Robert Mackenzie, Esquire, our Visiting Superintendent, to surrender and yield up to Our Sovereign Lady the Queen, in trust, to be sold for the benefit of our people, so much of our said reserve, being composed of the westerly portion of lot number fifty-one, of the front range of lots on the River St. Clair, in the said reserve, containing twenty-three acres, and also the water lot in front thereof, in consideration that out of the proceeds of the sale thereof, to be made for the stipulated sum of five thousand dollars, there shall be, with all convenient dispatch after the receipt of the said amount, divided and distributed among the members of our said band of Indians the sum of one thousand five hundred dollars, and that a further sum of five hundred dollars be paid to Abraham Oamahsong, one of the said Sarnia Indians, in consideration of certain improvements owned by him on the said lot, and upon the further condition that the balance of the said principal sum of five thousand dollars, and amounting to the sum of three thousand dollars, be placed at interest by the Government of the said Dominion of Canada, and that the interest accruing thereon be paid to us half yearly at the same time with our other distribution moneys. Know therefore all men by these presents, that we, Joshua Wawanosh, William Wawanosh, George Aishquagonaby, Thomas Noyahuaquodt, Jacob Petadick, Antoine Rodd, John Sumner, Nicholas Plain, John Johnston, William Waubuck, Andrew Nageeshig, Moses Henry, Luke Nawahdayosh, Elijah George and Ephraim Jackson, and John Lighthouse, Chiefs, Principal Men and Warriors of the said Sarnia Indians, do hereby and with the consent of our people and on their behalf, convey, surrender and yield up to Our Sovereign Lady the Queen, Her heirs and successors, in trust, as aforesaid, absolutely and for ever, so much of the said Sarnia Reserve, comprising twenty-three acres, described as aforesaid, together with the water frontage lying in front of the road allowance bounding the said lot number fifty-one, subject, nevertheless, to the conditions aforesaid.

IN WITNESS WHEREOF, we, the said Chiefs, Principal Men and Warriors above named, have set our hands and seals to this surrender, executed in duplicate and dated at Sarnia, in the County of Lambton, Province of Ontario, and Dominion of Canada, this fifth day of May, in the year of Our Lord one thousand eight hundred and seventy-one.

Signed in the presence of C. }
M. GARVEY, of the Town of }
Sarnia, Student-at-Law. }

WM. SPRAGGE,	[L.S.]
ROBT. MCKENZIE,	[L.S.]
JOSHUA WAWANOSH, x	[L.S.]
WILLIAM WAWANOSH,	[L.S.]
GEO. ASHQUAGONABY, x	[L.S.]
THOMAS NAYAHUAQUODT, x	[L.S.]
JACOB PETADICK, x	[L.S.]
ANTOINE RODD, x	[L.S.]
JOHN SUMNER,	[L.S.]
NICHOLAS PLAIN, x	[L.S.]
JOHN JOHNSTON,	[L.S.]
WILLIAM WAUBUCK, x	[L.S.]
ANDREW NAGEESHIG, x	[L.S.]
MOSES HENRY,	[L.S.]
LUKE NAWAHDAYOSH,	[L.S.]
ELIJAH GEORGE,	[L.S.]
EPHRAIM JACKSON,	[L.S.]
JOHN LIGHTHOUSE, x	[L.S.]

COUNTY OF LAMBTON, }
To Wit. }

We, William Spragge, of the city of Ottawa, in the County of Carleton and Province of Ontario, Deputy Superintendent of Indian Affairs for the Dominion of Canada, and Joshua Wawanosh, of the Indian reserve adjoining the Town of Sarnia, in the County of Lambton and said Province of Ontario, Head Chief of the Chippewa Band of Indians resident on the said reserve, severally make oath and say:—

1. That a certain surrender of twenty-three acres, and of the water lot in front thereof, of lot number fifty-one, in the front range of lots on the River St. Clair, in the said reserve bearing date the fifth day of May, one thousand eight hundred and seventy-one, was, at a certain council held on the said reserve, on the fourth day of May instant, by the Chiefs entitled to vote at such council and by the Principal Men and Warriors of the said band assented to.

Sworn before me at the Town of }
Sarnia in the said County of }
Lambton, this fifth day of May, }
A.D., 1871.

WM. SPRAGGE,
his
JOSHUA x WAWANOSH,
mark.

CHARLES ROBINSON,
Judge of the Co. Court of the Co. of Lambton.

No. 120.

SURRENDER by the Chiefs and Band of the Ojibway Indians residing on the Christian Island, in Lake Huron, in the Province of Canada, to Her Majesty, Queen Victoria of a certain piece of their land in the said Christian Island for lighthouse purposes, described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the Beausoleil Band of Ojibway Indians resident on the Christian Island, in the Georgian Bay, in Lake Huron, in the County of Simcoe and Province of Canada, for and acting on behalf of the whole people of our said band, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular that certain parcel or tract of land situated in the Province of Canada aforesaid, and in that part of the said County of Simcoe known as the Christian Island aforesaid, being composed of part of the south-easterly point of the island called the Christian Island aforesaid, containing twenty-five and three-quarter acres (a plan of which is attached to this surrender, and which twenty-five and three-quarter acres adjoins the ten acres already surrendered), be the same more or less. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of this said Province shall or may deem most conducive to the interests of us the said Chiefs and Principal Men and our people in all time to come.

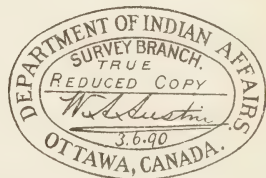
And upon the further condition that the moneys received for the sale thereof shall, after deducting the usual proportions for expense of management, be placed at interest and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants.

And we, the said Chiefs and Principal Men of the Beausoleil Band of Ojibway Indians aforesaid, do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government of this said Province may do or cause to be lawfully done in connection with the disposal and sale of said land.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument in the year and place stated below.



MAP
OF
LAND REQUIRED
FOR
LIGHT-HOUSE PURPOSES
ON
CHRISTIAN ISLAND
Georgian Bay
CONTAINING 35 3/4 ACRES



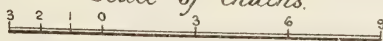
Violet C.W. June 9th 1866

(Sd.)

W. L. Perry

P. L. Surveyor.

Scale of chains.



Done at Christian Island, this twenty-sixth day of June, in the year of Our Lord one thousand eight hundred and sixty-six.

Signed, sealed and delivered in the
presence of us, having been first
read and interpreted.

ALLEN SALT,

Wesleyan Missionary,

and of W. R. BARTLETT,

Vist. Supt. Commr. Ind. Affairs.

JOHN ASSANCE, *Chief* (totem), [L.S.]

JAMES ASSANCE, *Chief* (totem), [L.S.]

WM. ASSANCE, *Councillor* (totem), [L.S.]

JOHN MONAGUE, *Councillor* (totem), [L.S.]

ASA NAWAQUEZHIG (totem),

BENJAMIN YELLOWHEAD (totem),

LUKE SKY (totem),

JONAS MONAGE (totem),

JOSEPH SHOKAN (totem),

THOMAS SKY (totem),

We hereby certify that the above release or surrender has been assented to and executed by the Chiefs and principal members of the band of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat.

ALLEN SALT,

Wesleyan Missionary on Christian Island.

W. R. BARTLETT,

Visiting Supt. and Commissioner of Indian Affairs.

DOMINION OF CANADA, }
PROV. OF ONTARIO, }
COUNTY OF SIMCOE. }
To Wit:

Personally appeared before me William Russell Bartlett, of the City of Toronto, in said Province, Visiting Superintendent of Indian Affairs, and James Assance, of Christian Island, in Lake Huron, one of the Chiefs of the Indians of that island, who being sworn, severally depose and say: and

1. The said William Russell Bartlett, for himself, saith that the annexed release or surrender was assented to by the said James Assance and his brother, John Assance, they being the only Chiefs of said tribe or body of Indians assembled at a meeting or council of the tribe summoned for that purpose.

2. That said meeting or council was held in his presence and he heard such assent given.

3. That he was duly authorized to attend such council by the Secretary of State.

And the said James Assance, for himself, saith:—

1. That he and his brother, John Assance, are the Chiefs and the only Chiefs of the Christian Island Indians, and they are entitled to vote at the council or meeting above mentioned.

2. That the annexed release or surrender has been assented to by himself and his said brother.

3. That such assent was given at a meeting or council summoned for that purpose, at which himself and his said brother were present, and also the said other deponent, William Russell Bartlett.

Sworn before me by the said
deponents, William Russell
Bartlett and James Assance,
this 4th day of June, A.D.
1870.

W. R. BARTLETT.

JAMES ASSANCE, *Chief* (totem).

JAMES R. GOWAN,

County Judge, Simcoe.

Recorded 1st August, 1874. }

Lib. S., Fol. 85. }

R. W. SCOTT,

Secretary of State and Registrar General of Canada.

No. 121.

KNOW ALL MEN BY THESE PRESENTS that we, the Chiefs and Principal Men of the Chippewa, Pottawatomie and Ottawa Indians residing on Walpole Island, in the Province of Ontario, being this day assembled in council, have agreed to surrender, and do hereby surrender and yield up unto Her Most Gracious Majesty the Queen, Her heirs and successors, all the right, claim and title which we possess of, in and to the following islands in the upper part of Lake Erie, near to the mouth of the River Detroit, namely: "Middle Sister" Island, "Hen and Chickens" or "Bird" Islands, "North Harbour" Island, "East Sister" Island, "Middle" Island, as well as any other islands in the above vicinity to or in which we may have any claim or interest. To the end that the said islands may be sold to such persons and on such terms as may be deemed most conducive to the interest and benefit of the tribes which we represent.

And we do hereby, for ourselves and on behalf of our people, agree to ratify and confirm whatsoever the Government of the Dominion of Canada, acting on behalf of Her Majesty, may do or cause to be done in connection with the disposal and sale of the aforesaid islands.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Walpole Island this twentieth day of January, in the year of Our Lord one thousand eight hundred and seventy.

Signed and sealed in our presence }
being first read and fully explained. {
ROBT. MACKENZIE, *V.S. and C.*
ANDREW JAMIESON, *Missionary,*
JAMES CAMERON, *Teacher,*
WM. N. FISHER, *Interpreter.*

Chippewas.

SHAHWAHNOO, <i>Chief,</i>	his X	[L.S.]
	mark	
KEYOSHK,	his X	[L.S.]
	mark	
SOLOMON PATTASUNG,	his X	[L.S.]
	mark	
ALEXANDER JOHNSON,	his X	[L.S.]
	mark	
MESHAHKONAHOM,	his X	[L.S.]
	mark	
GEORGE KNAGGS,	his X	[L.S.]
	mark	
KICKNOSWAY,	his X	[L.S.]
	mark	
J. G. BIRD,		[L.S.]
WM. N. FISHER,		[L.S.]
JOHN NATALMASH,	his X	[L.S.]
	mark	
KOKOSH,	his X	[L.S.]
	mark	
WASOWHAGONABY,	his X	[L.S.]
	mark	
CHARLES KIYOSHK,	his X	[L.S.]
	mark	
TOOSHKENAHWAY,	his X	[L.S.]
	mark	
MOSES SOLOMON,	his X	[L.S.]
	mark	
PETWAGESHIK,	his X	[L.S.]
	mark	

Pottawatamies.	JOSEPH KOWSOD, ^{his} X	[L.S.]
	CHARLES NOODIN, ^{mark} ^{his} X	[L.S.]
	CHANNY, ^{mark} ^{his} X	[L.S.]
	NA-AHJEI, ^{mark} ^{his} X	[L.S.]
	NAH-WAKODOO, ^{mark} ^{his} X	[L.S.]
	TEQUON, ^{mark} ^{his} X	[L.S.]
Ottawas.	PEWAMOO, ^{mark} ^{his} X	[L.S.]
	JOSEPH OSAUGEE, ^{mark} ^{his} X	[L.S.]
	AUDWEGONABY, ^{mark} ^{his} X	[L.S.]
	MAHKAHDABENASY, ^{mark} ^{his} X	[L.S.]
	PA-BAH-MAH-SHEE, ^{mark} ^{his} X	[L.S.]

PROVINCE OF ONTARIO, }
COUNTY OF LAMBTON }
To Wit :

We, the undersigned, hereby certify that the above surrender of lands was freely assented to at the council assembled for the purpose at Walpole Island, on the 20th day of January, 1870, by a majority of the Chiefs and Principal Men of the several bands of Indians entitled to vote thereat.

Sworn before me at Sarnia in the } ROBT. MACKENZIE, V.S. and C. [L.S.]
County of Lambton, this 20th } WILLIAM N. FISHER,
day of April, A.D. 1870. } *One of the Chiefs present and entitled to vote.*
CHARLES ROBINSON, [L.S.]
Judge County Court, County Lambton.

COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 24th March, 1871.

On a report, dated 22nd November, 1870, from the Honourable the Secretary of State for the Provinces, submitting a surrender to the Crown in trust, executed by Shahwahnoo, Keyoshk, Salmon Puttasung, Alexander Johnson and others, Chiefs and Principal Men of the Chippawas, Pottawatamies and Ottawa Indians residing on Walpole Island, with a view to the same being accepted by Your Excellency in Council, and stating that this instrument includes the following lands until now not yielded up to the Crown: Middle Sister Island, Lake Erie; Hen and Chickens, or Bird Islands, North Harbour Island, Lake Erie; Eastern Sister Island, Lake Erie; Middle Island, Lake Erie, and as well as any other islands in the above vicinity to or in which they may have any claim or interest.

That the condition of the surrender is that the lands in question may be sold on such terms as may be deemed most conducive to the interests of the Indians, whom the parties to the surrender represent.

That the duty of negotiating with the Walpole Island Indians for a surrender of the islands referred to was delegated to Mr. Robert Mackenzie by letter from the Honourable Mr. Langevin, dated 8th November, 1869, and that Mr. Mackenzie had held previously thereto the position of Superintendent to the Walpole Island Indians.

The Committee advise that the surrender above submitted be accepted and enrolled in the usual manner in the office of the Registrar General.

Certified,

WM. H. LEE,
Clerk, P. C.

To the Honourable
The Secretary of State,
&c., &c., &c., for the Provinces.

No. 122.

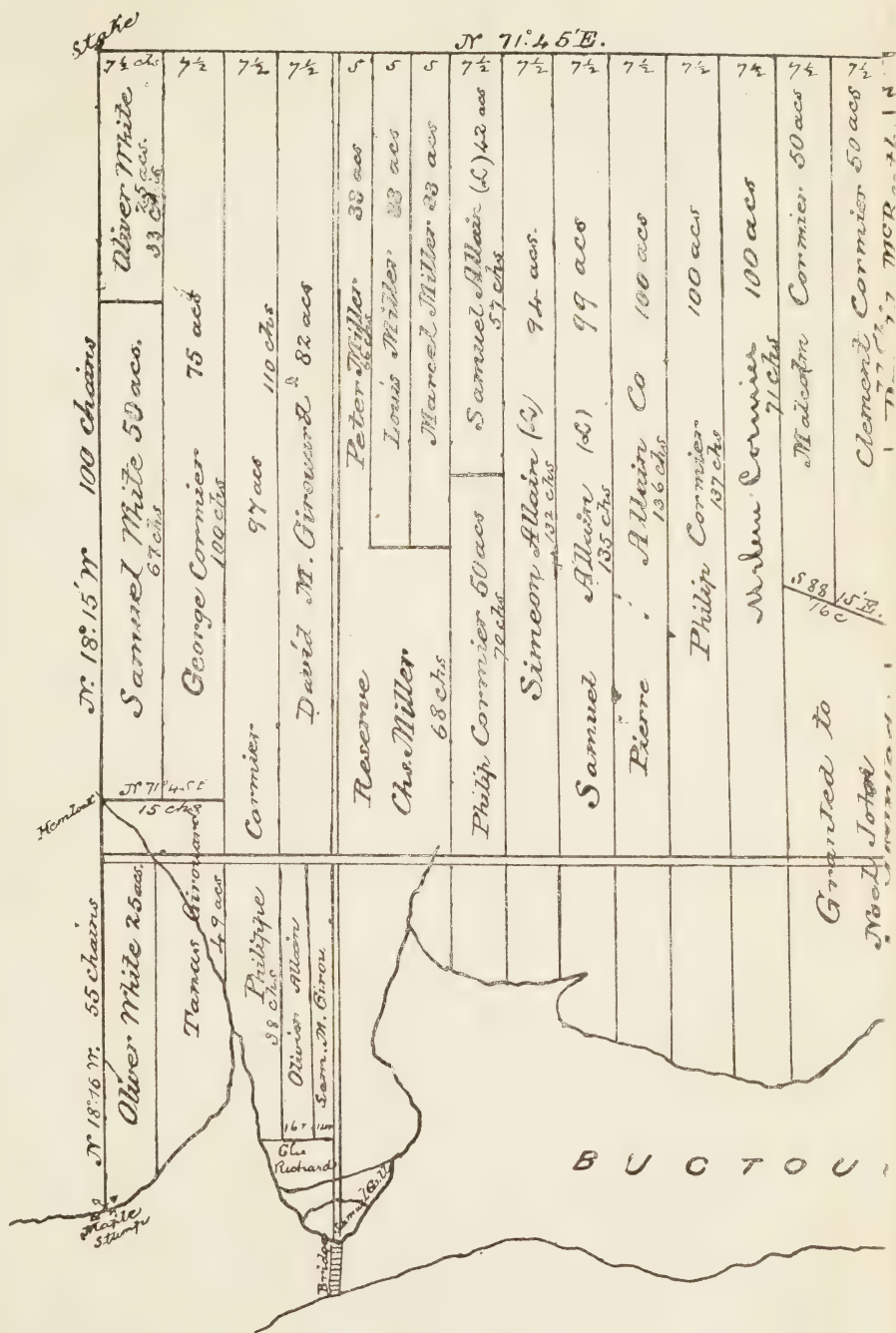
KNOW ALL MEN BY THESE PRESENTS that we the undersigned Chief and Principal Men of the Micmac Band owning the Buctouche Indian Reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels of land forming a portion of the said Buctouche Indian Reserve, and situated in the Province of New Brunswick, in the Dominion of Canada, and known and described as follows, and as laid down on the annexed traced plan of the same. Bounded on the Big Buctouche River, Kent County, New Brunswick, by a maple stump N. 18°, 15' W. to a stake on the road N. 71°, 45' E.S. 18°, 15' E. and to S. 73°, 30' W., bounded to land granted to Dominique Robicheau N. 16°, 31' W.; bounded on the other side by Big Buctouche River, in the County of Kent, New Brunswick, according to the plans annexed. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of land as above described, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of this said Dominion of Canada shall or may deem most conducive to the interest of us, the said Chiefs and Principal Men, and our people in all time to come.

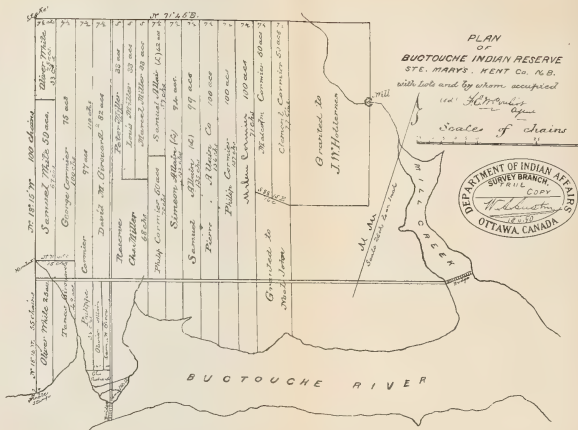
And upon the further condition that the moneys received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come forever, and we the said Chiefs and Principal Men of the band aforesaid, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

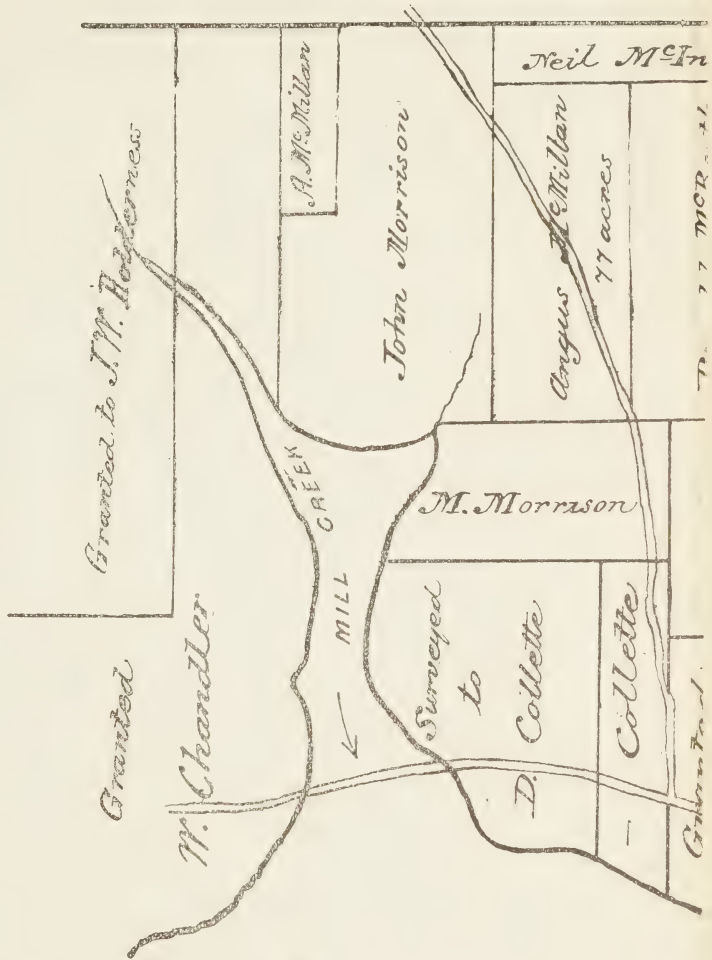
IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have set our hands and have affixed our seals unto this instrument at Buctouche, Kent County, in the said Province of New Brunswick and Dominion of Canada aforesaid, this third day of September, in the year of Our Lord one thousand eight hundred and seventy.

Signed, sealed and delivered in }
the presence of }
F. E. W. POULIOT.

his
DOMINIQUE x BERNARD, *Ind. Chief*, [L.S.]
mark
his
GREGOIRE x BIGUEL, *Captain*, [L.S.]
mark
his
THOMAS x NOEL, [L.S.]
mark
his
MICHEL x WILMET, [L.S.]
mark
his
PETER x GRIMS, *Dep. Ind. Chief*, [L.S.]
mark

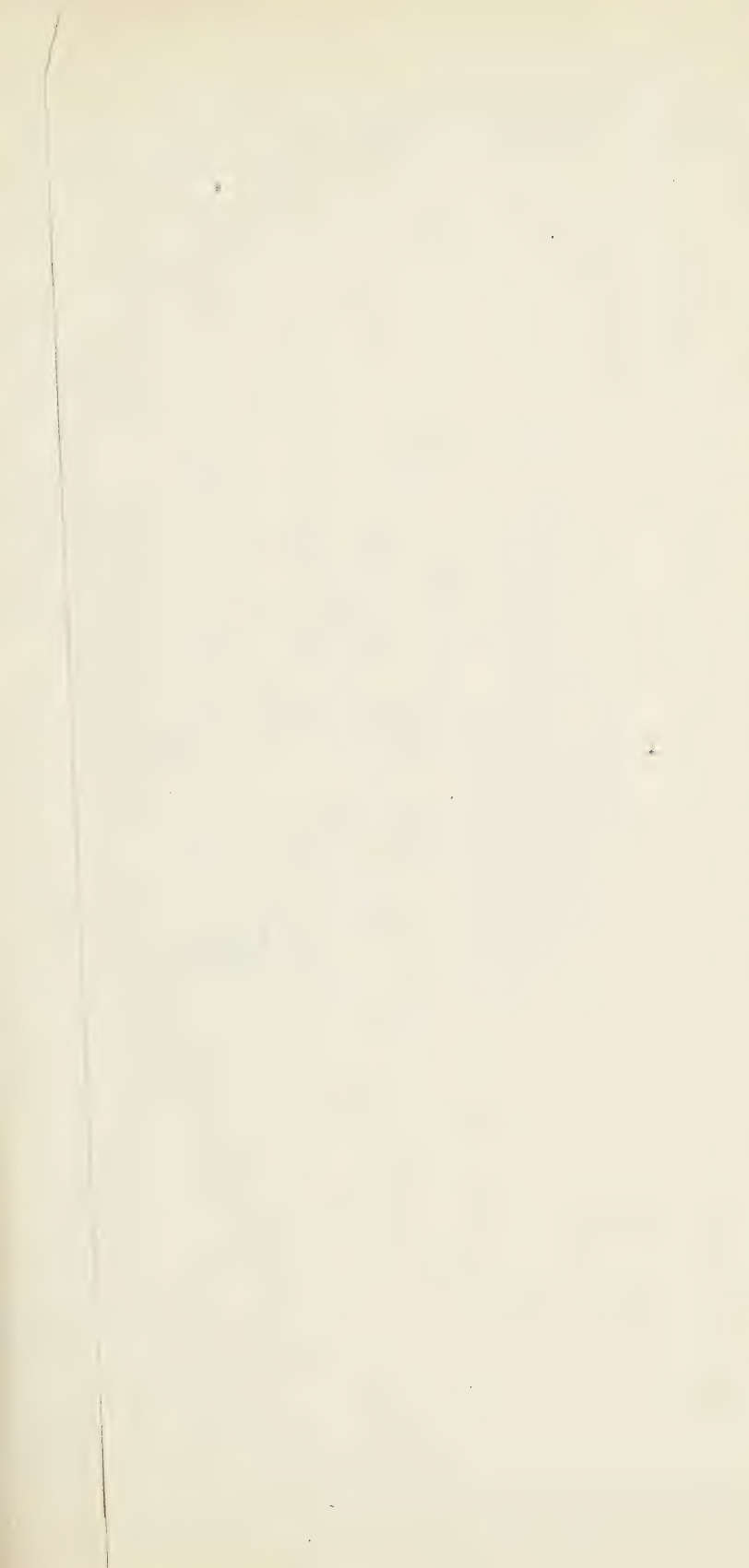






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And we hereby, on oath certify before me, the Honorable John W. Weldon, Judge of Her Majesty's Court of the Supreme Court for the Province of New-Brunswick and Dominion of Canada aforesaid, that the above release or surrender was assented to and executed by the Chief and principal members of the band of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at Buctouche in
 the Province of New Brunswick
 this 26th day of September, in the
 year of Our Lord one thousand
 eight hundred and seventy.

J. W. WELDON.

his
 DOMINIQUE x BERNARD.

mark
 FRANCIS E. W. POULIOT,
Dy. Supt. for the Indians of Buctouche.

Judge of the Supreme Court of New Brunswick aforesaid.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,

REGISTRAR'S BRANCH, OTTAWA, 19th September, 1871.

I hereby certify that this surrender and the drawing attached thereto have this day been duly entered on the records of this Department, in Lib. S. (Surrenders to the Crown), folio 43.

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

Recorded 19th September, 1871. }
 Lib. S., folio 43. }

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

No. 123.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the Micmac Band, owning the Buctouche Indian Reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels of land forming a portion of the said Buctouche Indian Reserve and situated in the Province of New Brunswick, in the Dominion of Canada, and known and described as follows, and as laid down on the annexed traced plan of the same : From a maple stump (N. 18° 15' W.) to a stake being the upper line of Oliver White, Samuel White and Oliver White's land; from that stake (N. 91° 45' E.) to the line of Dominique Robicheau's land, as shown on the plan attached to the first surrender; from thence to the Big Buctouche River (N. 16° 30' W.) and bounded by the land granted to Dominique Robicheau; from thence to the starting point, bounded by Big Buctouche River, including all the Indian land in the Buctouche Reserve, excepting the piece occupied by us at the present time, as shown on a special plan annexed to the present surrender. McMillan's lot and every other lot is included in the surrender. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land as above described, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of the said Dominion of Canada shall or may deem most conducive to the interest of us, the said Chiefs and Principal Men, and our people in all time to come. And upon the further condition that the moneys received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come forever. And we, the said Chiefs and Principal Men of the band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this instrument at Buctouche, County of Kent, in the said Province of New Brunswick and Dominion of Canada aforesaid, this 24th day of April, in the year of Our Lord one thousand eight hundred seventy-one.

Signed, sealed and delivered in }
the presence of:

F. E. W. POULIOT.

his
DOMINIQUE x BERNARD, *Indn. Chief*, [L.S.]
mark

his
PETER x GRIMES, *Depy. Sub Chief*, [L.S.]
mark

his
GREOIRE x BIGUEL, *Captain*. [L.S.]
mark

And we hereby on oath certify before Blin Botsford, Judge of Her Majesty's County Court for the County of Kent, Province of New Brunswick and Dominion of Canada, aforesaid, that the above release or surrender was assented to and executed by the Chiefs and principal members of the band of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at Buctouche, }
in the Province of New }
Brunswick, this fourth day }
of May in the year of Our }
Lord one thousand eight }
hundred and seventy-one. }

B. BOTSFORD,

Judge of the County Court aforesaid.

his
DOMINIQUE x BERNARD, *Chief*.
mark

his
PETER x GRIMES, *Depy. Act. Chief*.
mark

F. E. W. POULIOT, *Depy. Indian Supt.*

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,

REGISTRAR'S BRANCH, OTTAWA 19th September, 1871.

I hereby certify that this surrender and the drawings attached thereto have this day been duly entered on the records of this Department in Lib. S. (Surrenders to the Crown), fol. 45.

J. C. AIKINS,

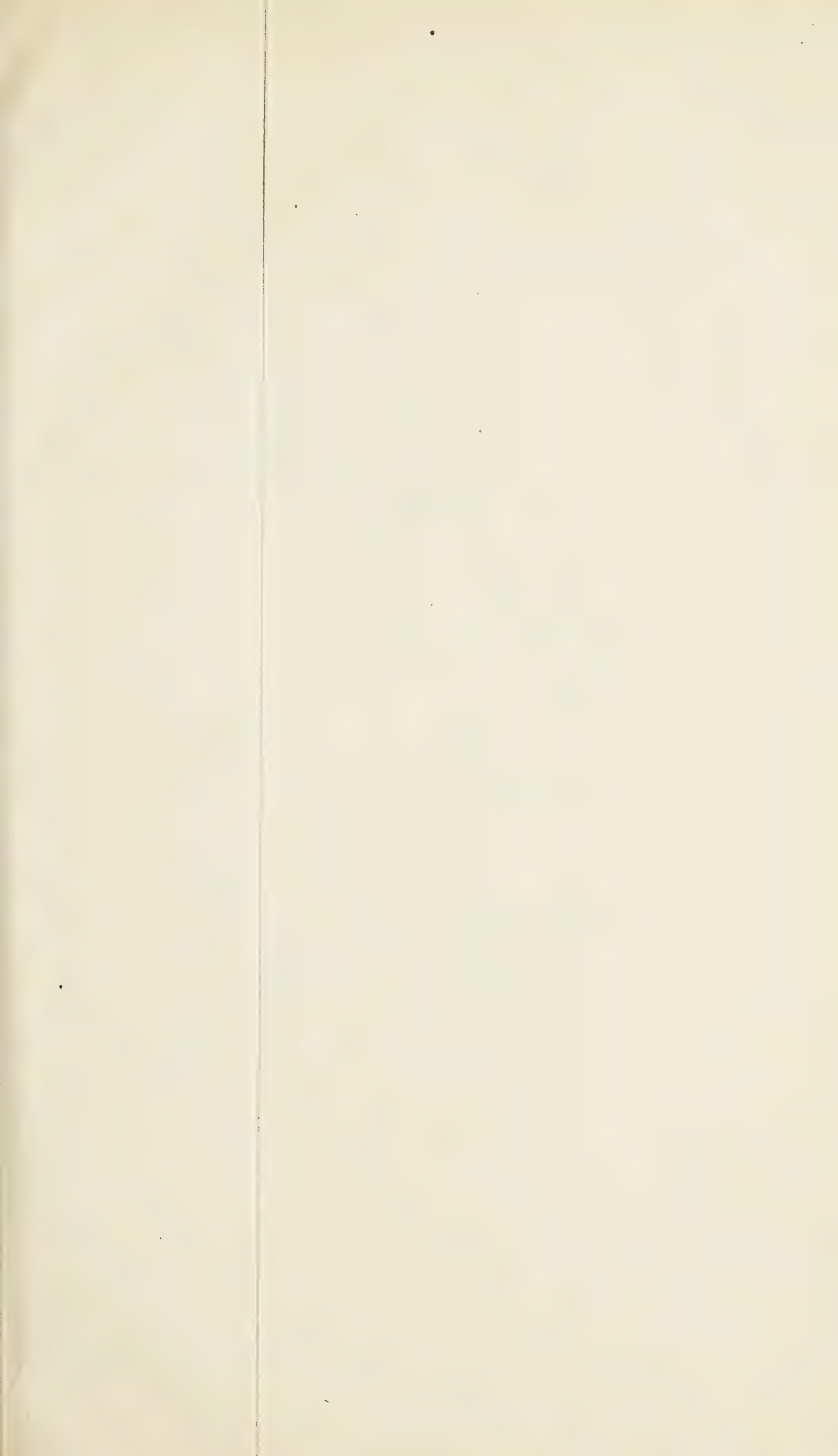
Secretary of State and Registrar-General of Canada.

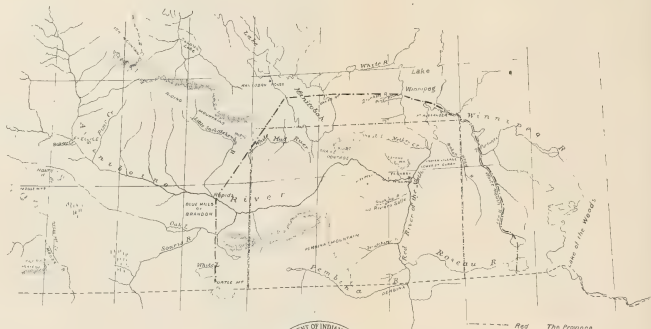
No. 124.

ARTICLES OF A TREATY made and concluded this third day of August, in the year of Our Lord one thousand eight hundred and seventy-one, between Her Most Gracious Majesty the Queen of Great Britain and Ireland by Her Commissioner, Wemyss M. Simpson, Esquire, of the one part, and the Chippewa and Swampy Cree Tribes of Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs chosen and named as hereinafter mentioned, of the other part.

Whereas all the Indians inhabiting the said country have pursuant to an appointment made by the said Commissioner, been convened at a meeting at the Stone Fort, otherwise called Lower Fort Garry, to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and to the said Indians of the other, and whereas the said Indians have been notified and informed by Her Majesty's said Commissioner that it is the desire of Her Majesty to open up to settlement and immigration a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of her Indian subjects inhabiting the said tract, and to make a treaty and arrangements with them so that there may be peace and good will between them and Her Majesty, and that they may know and be assured of what allowance they are to count upon and receive year by year from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in council as aforesaid, and being requested by Her Majesty's said Commissioner to name certain Chiefs and Headmen who should be authorized on their behalf to conduct such negotiations





and sign any treaty to be founded thereon, and to become responsible to Her Majesty for the faithful performance by their respective bands of such obligations as should be assumed by them, the said Indians have thereupon named the following persons for that purpose, that is to say:—

Mis-koo-kenew or Red Eagle (Henry Prince), Ka-ke-ka-penais, or Bird for ever, Na-sha-ke-penais, or Flying down bird, Na-na-wa-nanaw, or Centre of Bird's Tail, Ke-we-tayash, or Flying round, Wa-ko-wush, or Whip-poor-will, Oo-za-we-kwun, or Yellow Quill,—and thereupon in open council the different bands have presented their respective Chiefs to His Excellency the Lieutenant Governor of the Province of Manitoba and of the North-West Territory being present at such council, and to the said Commissioner, as the Chiefs and Headman for the purposes aforesaid of the respective bands of Indians inhabiting the said district hereinafter described; and whereas the said Lieutenant Governor and the said Commissioner then and there received and acknowledged the persons so presented as Chiefs and Headmen for the purpose aforesaid; and whereas the said Commissioner has proceeded to negotiate a treaty with the said Indians, and the same has finally been agreed upon and concluded as follows, that is to say:—

The Chippewa and Swampy Cree Tribes of Indians and all other the Indians inhabiting the district hereinafter described and defined do hereby cede, release, surrender and yield up to Her Majesty the Queen and successors forever all the lands included within the following limits, that is to say:—

Beginning at the international boundary line near its junction with the Lake of the Woods, at a point due north from the centre of Roseau Lake; thence to run due north to the centre of Roseau Lake; thence northward to the centre of White Mouth Lake, otherwise called White Mud Lake; thence by the middle of the lake and the middle of the river issuing therefrom to the mouth thereof in Winnipeg River; thence by the Winnipeg River to its mouth; thence westwardly, including all the islands near the south end of the lake, across the lake to the mouth of Drunken River; thence westwardly to a point on Lake Manitoba half way between Oak Point and the mouth of Swan Creek; thence across Lake Manitoba in a line due west to its western shore; thence in a straight line to the crossing of the rapids on the Assiniboine; thence due south to the international boundary line; and thence eastwardly by the said line to the place of beginning. To have and to hold the same to Her said Majesty the Queen and Her successors for ever; and Her Majesty the Queen hereby agrees and undertakes to lay aside and reserve for the sole and exclusive use of the Indians the following tracts of land, that is to say: For the use of the Indians belonging to the band of which Henry Prince, otherwise called Mis-koo-kenew is the Chief, so much of land on both sides of the Red River, beginning at the south line of St. Peter's Parish, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families; and for the use of the Indians of whom Na-sha-ke-penais, Na-na-wa-nanaw, Ke-we-tayash and Wa-ko-wush are the Chiefs, so much land on the Roseau River as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, beginning from the mouth of the river; and for the use of the Indians of which Ka-ke-ka-penais is the Chief, so much land on the Winnipeg River above Fort Alexander as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, beginning at a distance of a mile or thereabout above the Fort; and for the use of the Indians of whom Oo-za-we-kwun is Chief, so much land on the south and east side of the Assiniboine, about twenty miles above the Portage, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, reserving also a further tract enclosing said reserve to comprise an equivalent to twenty-five square miles of equal breadth, to be laid out round the reserve, it being understood, however, that if, at the date of the execution of this treaty, there are any settlers within the bounds of any lands reserved by any band, Her Majesty reserves the right to deal with such settlers as She shall deem just, so as not to diminish the extent of land allotted to the Indians.

And with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians parties to this treaty, She hereby, through Her Commissioner, makes them a present of three dollars for each Indian man, woman and child belonging to the bands here represented.

And further, Her Majesty agrees to maintain a school on each reserve hereby made whenever the Indians of the reserve should desire it.

Within the boundary of Indian reserves, until otherwise enacted by the proper legislative authority, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force or hereafter to be enacted to preserve Her Majesty's Indian subjects inhabiting the reserves or living elsewhere from the evil influence of the use of intoxicating liquors shall be strictly enforced.

Her Majesty's Commissioner shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the district above described, distributing them in families, and shall in every year ensuing the date hereof, at some period during the month of July in each year, to be duly notified to the Indians and at or near their respective reserves, pay to each Indian family of five persons the sum of fifteen dollars Canadian currency, or in like proportion for a larger or smaller family, such payment to be made in such articles as the Indians shall require of blankets, clothing, prints (assorted colours), twine or traps, at the current cost price in Montreal, or otherwise, if Her Majesty shall deem the same desirable in the interests of Her Indian people, in cash.

And the undersigned Chiefs do hereby bind and pledge themselves and their people strictly to observe this treaty and to maintain perpetual peace between themselves and Her Majesty's white subjects, and not to interfere with the property or in any way molest the persons of Her Majesty's white or other subjects.

IN WITNESS WHEREOF, Her Majesty's said Commissioner and the said Indian Chiefs have hereunto subscribed and set their hand and seal at Lower Fort Garry, this day and year herein first above named.

Signed, sealed and delivered in the
presence of, the same having been }
first read and explained:

ADAMS G. ARCHIBALD,

*Lieut.-Gov. of Man. and N.-W.
Territ's.*

JAMES MCKAY, *P.L.C.*

A. G. IRVINE, *Major.*

ABRAHAM COWLEY,

DONALD GUNN, *M.L.C.*

THOMAS HOWARD, *P.S.*

HENRY COCHRANE,

JAMES MCARRISTER,

HUGH MCARRISTER,

E. ALICE ARCHIBALD,

ENRI BOUTHILLIER.

WEMYSS M. SIMPSON,

Indian Commissioner,

MIS-KOO-KEE-NEW, or RED EAGLE

his
(HENRY PRINCE), x

mark
KA-KE-KA-PENNAIS (or BIRD FOR EVER),

his
WILLIAM PENNEFATHER, x
mark

NA-SHA-KE-PENNAIS, or

his
FLYING DOWN BIRD, x
mark

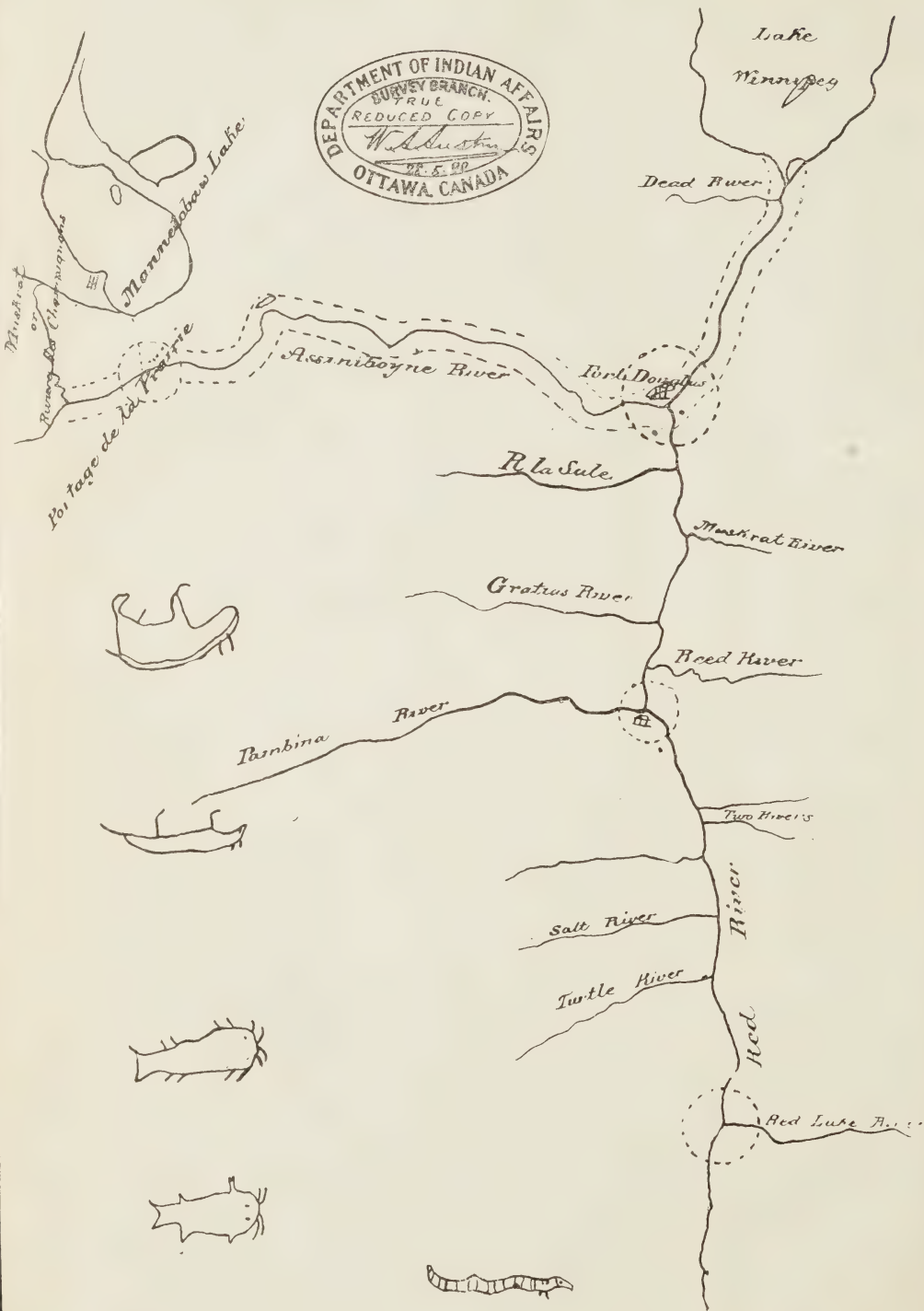
NA-HA-WA-NANAN, or

his
CENTRE OF BIRD'S TAIL, x
mark

his
KE-WE-TAY-ASH, or FLYINGGROUND, x
mark

his
WA-KO-WUSH, or WHIP-POOR-WILL, x
mark

his
OO-ZA-WE-KWUN, or YELLOW QUILL, x
mark



Memorandum of things outside of the Treaty which were promised at the Treaty at the Lower Fort, signed the 3rd day of August, A.D. 1871.

For each Chief who signed the treaty, a dress distinguishing him as Chief.

For braves and for councillors of each Chief a dress; it being supposed that the braves and councillors will be two for each Chief.

For each Chief, except Yellow Quill, a buggy.

For the braves and councillors of each Chief, except Yellow Quill, a buggy.

In lieu of a yoke of oxen for each reserve, a bull for each, and a cow for each Chief; a boar for each reserve and a sow for each Chief, and a male and female of each kind of animal raised by farmers, these when the Indians are prepared to receive them.

A plough and a harrow for each settler cultivating the ground.

These animals and their issue to be Government property, but to be allowed for the use of the Indians, under the superintendence and control of the Indian Commissioner.

The buggies to be the property of the Indians to whom they are given.

The above contains an inventory of the terms concluded with the Indians.

WEMYSS M. SIMPSON,
MOLYNEUX ST. JOHN,
A. G. ARCHIBALD,
JAS. MCKAY.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA 12th December, 1871.

I hereby certify that this treaty and annexed memorandum have been duly entered on the records of this Department in Lib. S., folios 47 to 51, inclusive.

J. C. AIKINS,
Secretary of State and Registrar-General of Canada.

No. 124¹.

THIS INDENTURE, made on the eighteenth day of July, in the fifty-seventh year of the reign of Our Sovereign Lord King George the Third, and in the year of Our Lord eighteen hundred and seventeen, between the undersigned Chiefs and Warriors of the Chippeway or Sautaux Nation, and of the Killistine or Cree Nation, on the one part, and the Right Honorable Thomas Earl of Selkirk, on the other part, Witnesseth: that for and in consideration of the annual present or quit-rent hereinafter mentioned the said Chiefs have given, granted and confirmed, and do by these presents give, grant and confirm unto Our Sovereign Lord the King, all that tract of land adjacent to Red River, and Assiniboyne River, beginning at the mouth of Red River and extending along the same as far as the Great Forks at the mouth of Red Lake River, and along the Assiniboyne River as far as the Musk Rat River, otherwise called Rivière des Champignons, and extending to the distance of six miles from Fort Douglas on every side, and likewise from Fort Daer, and also from the Great Forks, and in other parts extending in breadth to the distance of two English statute miles back from the banks of the said river, on each side, together with all the appurtenances whatsoever of the said tract of land, to have and to hold forever the said tract of land and appurtenances, to the use of the said Earl of Selkirk and of the settlers being established thereon, with the consent and permission of Our Sovereign Lord the King, or of the said Earl of Selkirk; provided always, and these presents are under the express condition, that the said Earl, his heirs and successors, or their agents, shall annually pay to the Chief and Warriors of the Chippeway or Sautaux Nation the present or quit-rent, consisting of one hundred pounds weight of good and merchantable tobacco, to be delivered on or before the tenth day of October

at the Forks of Assiniboyne River, and to the Chiefs and Warriors of Killistine or Cree Nation a like present or quit-rent of one hundred pounds weight of tobacco, to be delivered to them on or before the said tenth day of October at Portage de la Prairie, on the banks of Assiniboyne River, provided always that the traders hitherto established upon any part of the above mentioned tract of land shall not be molested in the possession of the lands which they have already cultivated and improved till His Majesty's pleasure shall be known.

IN WITNESS WHEREOF the Chiefs aforesaid have set their marks, at the Forks of Red River, on the day aforesaid.

Signed in presence of:

SELKIRK,
THOMAS THOMAS,
JAMES BIRD,
F. MATTHEY, *Captain*,
P. D. ORSONNIOS, *Captain*,
MILES McDONNELL,
J. BTE. CHS. DELORIMIER,
LOUIS NOLIN, *Interpreter*.

MATCHIE WHEWAB, his (totem) mark,
Le Sonnant.
MECHKADETTINNAH, his (totem) mark,
La Robe Noire.
KAYAGUSKEBINO, his (totem) mark,
L'Homme Noir.
PEGWISS, his (totem) mark.
OUCKIDOAT, his (totem) mark,
Premier.

1242.

COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 30th April, 1875.

On a memorandum dated 27th April, 1875, from the Honourable the Minister of the Interior, bringing under consideration the very unsatisfactory state of affairs arising out of the so-called "outside promises" in connection with the Indian Treaties Nos. 1 and 2, Manitoba and North-west Territories, concluded, the former on the 3rd August, 1871, and the latter on 21st of the same month, and recommending for the reasons stated:—

1st. That the written memorandum attached to Treaty No. 1 be considered as part of that treaty and of Treaty No. 2, and that the Indian Commissioner be instructed to carry out the promises therein contained, in so far as they have not yet been carried out, and that the Commissioner be advised to inform the Indians that he has been authorized so to do.

2nd. That the Indian Commissioner be instructed to inform the Indians, parties to Treaties Nos. 1 and 2, that, while the Government cannot admit their claim to any thing which is not set forth in the treaty, and in the memorandum attached thereto, which treaty is binding alike upon the Government and upon the Indians, yet, as there seems to have been some misunderstanding between the Indian Commissioner and the Indians in the matter of Treaties Nos. 1 and 2, the Government, out of good feeling to the Indians and as a matter of benevolence, is willing to raise the annual payment to each Indian under Treaties Nos. 1 and 2, from \$3 to \$5 per annum, and make payment over and above such sum of \$5, of \$20 each and every year to each Chief, and a suit of clothing every three years to each Chief and each Headman, allowing two Headmen to each band, on the express understanding, however, that each Chief or other Indian who shall receive such increased annuity or annual payment shall be held to abandon all claim whatever against the Government in connection with the so-called "outside promises," other than those contained in the memorandum attached to the treaty.

The Committee submit the foregoing recommendation for Your Excellency's approval:

W. A. HIMSWORTH,
Clerk Privy Council.

Certified,
W. A. HIMSWORTH,
Clerk Privy Council.

We, the undersigned Chiefs and Headmen of Indian bands, representing bands of Indians who were parties to the Treaties Nos. 1 and 2, mentioned in the report of a Committee of the Queen's Privy Council of Canada, above printed, having had communication thereof, and fully understanding the same assent thereto and accept the increase of annuities therein mentioned, on the condition therein stated, and with the assent and approval of their several bands, it being agreed, however, with the Queen's Commissioners, that the number of braves and councillors for each Chief shall be four, as at present, instead of two, as printed 1875.

TREATY No. 2, 23rd August, 1875.

In presence of the following :

ALEX. MORRIS, *L.G.*, [L.S.]

JAMES MCKAY,

JAMES F. GRAHAM,

ISAAC COWIE,

FRANCIS FIELD,

JOHN A. DAVIDSON,

CHARLES WOOD.

Representing East-Manitoba or Elm Point:

his
SON-SONSE, x *Chief*,
mark.

his
NA-KA-NA-WA-TANG, x
mark

his
PA-PA-WE-GUN-WA-TAK, x
mark
Councillors.

Representing Fairford Prairie:

his
MA-SAH-KEE-YASH, x *Chief*,
mark
his

DAVID MARSDEN, x *Councillor*.
mark
his

JOSEPH SUMNER, x *Councillor*.
mark

Fairford Mission:

RICHARD WOODHOUSE, *Chief*,
JOHN ANDERSON, *Councillor*,
his

JOHN THOMPSON, x *Councillor*.
mark

Formerly Crane River and now Ebb and Flow Lake:

his
PENAISE, x *Chief*,
mark
(son of deceased Broken Finger.)

his
BAPTISTE, x *Councillor*,
mark

his
KAH-NEE-QUA-NASH, x *Councillor*,
mark

Representing Water Hen Band:

his
KA-TAH-KAK-WA-NA-YAAS, x *Chief*,
mark
his

WA-WAH-KOW-WEK-AH-POW, x *Councillor*.
mark

Representing the Turtle River and Valley River and Riding Mountain:

his
KEE-SICK-KOO-WE-NIN, x *Chief*,
mark
(in place of Mekis, dead.)

his
KEE-SAY-KEE-SICK, x Councillor,
mark

NOS-QUASH, ^{his} x *Brave,*
mark

BAPTISTE, ^{his} x *Brave.*
mark

Representing the St. Peter's Band:

MIS-KOO-KE-NEW (or Red Eagle), ^{his} x _{mark}

MA-TWA-KA-KEE-TOOT, ^{his} x ^{mark.}

I-AND-WAY-WAY, x ^{his} _{mark}

MA-KO-ME-WE-KUN, ^{his} x ^{mark}

AS-SHO-AH-MEY, ^{his} x ^{mark}

Recorded, 13th March, 1877. }
Lib. 44, Fol. 1. }

L. A. CATELLIER,

Dep. Registrar General of Canada.

No. 1243.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 30th April, 1875.

On a memorandum dated 27th April, 1875, from the Honorable the Minister of the Interior, bringing under consideration the very unsatisfactory state of affairs arising out of the so-called "outside promises" in connection with the Indian Treaties Nos. 1 and 2, Manitoba and North-West Territories, concluded, the former on the 3rd August, 1871, and the latter on 21st of the same month, and recommending for the reasons stated:—

1st. That the written memorandum attached to Treaty No. 1 be considered as part of that treaty and of Treaty No. 2, and that the Indian Commissioner be instructed to carry out the promises therein contained in so far as they have not yet been carried out, and that the Commissioner be advised to inform the Indians that he has been authorized so to do.

2nd. That the Indian Commissioner be instructed to inform the Indians, parties to Treaties Nos. 1 and 2, that while the Government cannot admit their claim to anything which is not set forth in the treaty and in the memorandum attached thereto, which treaty is binding alike upon the Government and upon the Indians, yet as there seems to have been some misunderstanding between the Indian Commissioner and the Indians in the matter of Treaties Nos. 1 and 2, the Government, out of good feeling to the Indians, and as a matter of benevolence, is willing to raise the annual payment to each Indian under Treaties Nos. 1 and 2 from \$3 to \$5 per annum, and make payment over and above such sum of \$5, of \$20 each and every year to each Chief, and a suit of clothing every three years to each Chief and each Headman, allowing two Headmen to each band; on the express understanding, however, that each Chief or other Indian who shall receive such increased annuity or annual payment shall be held to abandon all claim whatever against the Government in connection with the so-called "outside promises," other than those contained in the memorandum attached to the treaty.

The Committee submit the foregoing recommendation for Your Excellency's approval.

Certified.

W. A. HIMSWORTH,
Clerk Privy Council.

W. A. HIMSWORTH,
Clerk Privy Council.

We, the undersigned Chiefs and Headmen of Indian bands representing bands of Indians who were parties to the Treaties Nos. 1 and 2, mentioned in the report of a Committee of the Queen's Privy Council of Canada, "as printed on the other side of this parchment," having had communication thereof and fully understanding the same, assent thereto and accept the increase of annuities therein mentioned on the condition therein stated, and with the assent and approval of their several bands, it being agreed, however, with the Queen's Commissioners, that the number of braves and councillors for each Chief shall be four, as at present, instead of two, as printed 1875.

Signed near Fort Alexander, on the }
Indian Reserve, the twenty-third }
day of August in the year of Our }
Lord one thousand eight hundred }
and seventy-five. }

Witnesses:

J. A. N. PROVENCHER,
Indian Commissioner.

J. DUBUC,

A. DUBUC,

JOSEPH MONKMAN, *Interpreter.*

WM. LOUNT,

H. L. REYNOLDS.

Signed at Broken Head River, the }
twenty-eighth day of August, in the }
year of our Lord one thousand eight }
hundred and seventy-five. }

Witnesses:

J. A. N. PROVENCHER,
Indian Commissioner.

J. DUBUC,

H. L. REYNOLDS,

DANIEL DEVLIN,

HENRY COOK.

his
KAKEKEPENAI, x or
mark
(WILLIAM PENNEFATHER),

his
JOSEPH x KENT,
mark

his
PETANAQUAGE, x or
mark
(HENRY VANE),

his
PETER x HENDERSON,
mark

his
KAY-PAYAH SINIK, x
mark

his
NASHAKEPENAI, x
mark

his
AHKEESEK WASKEMG, x
mark

his
NAYWAHEHEEKEGIG, x
mark

his
MAYJAHKEEGEEQUAN, x
mark

his
PAYSUGA, x
mark

Recorded 13th March, 1877. }
Lib. 44. Folio 6. }

L. A. CATELLIER,
Dep. Registrar General of Canada.

1244.

Copy of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 30th April, 1875.

On a memorandum dater 27th April, 1875, from the Honourable the Minister of the Interior, bringing under consideration the very unsatisfactory state of

affairs arising out of the so-called "outside promises" in connection with the Indian Treaties Nos. 1 and 2, Manitoba and North-west Territories, concluded, the former on the 3rd August, 1871, and the latter on the 21st of the same month, and recommending for the reasons stated:—

1st. That the written memorandum attached to Treaty No. 1 be considered as part of that treaty and of Treaty No. 2, and that the Indian Commissioner be instructed to carry out the promises therein contained, in so far as they have not yet been carried out, and that the Commissioner be advised to inform the Indians that he has been authorized so to do.

2nd. That the Indian Commissioner be instructed to inform the Indians, parties to Treaties Nos. 1 and 2, that while the Government cannot admit their claim to anything which is not set forth in the treaty and in the memorandum attached thereto, which treaty is binding alike upon the Government and upon the Indians, yet, as there seems to have been some misunderstanding between the Indian Commissioner and the Indians in the matter of Treaties Nos. 1 and 2, the Government, out of good feeling to the Indians, and as a matter of benevolence, is willing to raise the annual payment to each Indian under Treaties Nos. 1 and 2 from \$3 to \$5 per annum, and make payment over and above such sum of \$5, of \$20 each and every year to each Chief, and a suit of clothing every three years to each Chief and each Headman, allowing two Headmen to each band; on the express understanding, however, that each Chief or other Indian who shall receive such increased annuity or annual payment shall be held to abandon all claim whatever against the Government in connection with the so-called "outside promises," other than those contained in the memorandum attached to the treaty.

The Committee submit the foregoing recommendation for Your Excellency's approval.

W. A. HIMSWORTH,
Clerk Privy Council.

Certified.

W. A. HIMSWORTH,
Clerk Privy Council.

We the undersigned Chiefs and Headmen of Indian bands representing bands of Indians who were parties to the Treaties Nos. 1 and 2 mentioned in the report of a Committee of the Queen's Privy Council of Canada, as printed on the other side of this sheet, having had communication thereof and full understanding the same, assent thereto and accept the increase of annuities therein mentioned, on the condition therein stated, and with the assent and approval of their several bands, it being agreed, however, with the Queen's Commissioners, that the number of braves and councillors for each Chief shall be four, as at present, instead of two, as printed.

Signed on the reserve at Rosseau)
River, 8th day of September, 1875.)
J. A. N. PROVENCHER,
Indian Commissioner.

Witness:

JAS. F. GRAHAM.

MA-NA-WA-NANAN, (or CENTRE OF BIRD'S
his
TAIL), x Chief,
mark

KE-WE-SAY-ASH, (or FLYING ROUND), x
his
Chief, mark

WA-KOO-WUSH, (or WHIPPOORWILL), x
his
Chief, mark

OSAH-WEE-KA-KAY, Councillor, x
his
mark
OSAYS-KOO-KOON, Councillor, x
his
mark

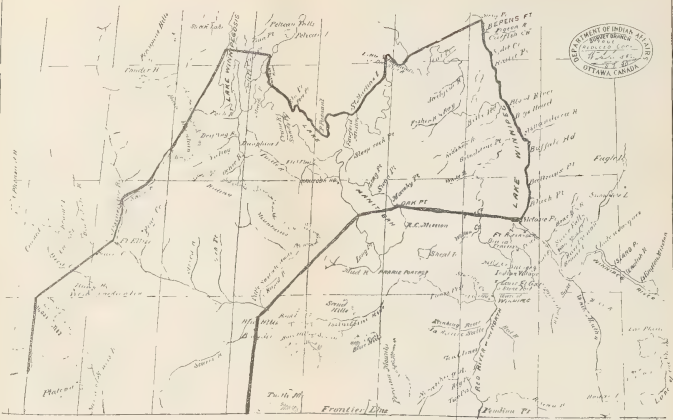
who flies to the bottom," and Richard Woodhouse, whose Indian name is Ke-wee-tah-quun-na-yash or "He who flies round the feathers;" for the Indians of Waterhen River and Crane River and the neighboring localities, François, or Broken Fingers; and for the Indians of Riding Mountains and Dauphin Lake and the remainder of the territory hereby ceded, Mekis (the Eagle), or Giroux.

And, thereupon, in open council the different bands have presented their respective Chiefs to His Excellency the Lieutenant Governor of Manitoba and of the North-West Territory being present at such council, and to the said Commissioner, as the Chiefs and Headmen, for the purposes aforesaid, of the respective bands of Indians inhabiting the said district hereinafter described; and whereas the said Lieutenant Governor and the said Commissioner then and there received and acknowledged the persons so presented as Chiefs and Headmen for the purposes aforesaid of the respective bands of Indians inhabiting the said district hereinafter described; and whereas the said Commissioner has proceeded to negotiate a treaty with the said Indians, and the same has finally been agreed upon and concluded, as follows, that is to say:—

The Chippewa Tribe of Indians and all other the Indians inhabiting the district hereinafter described and defined do hereby cede, release, surrender and yield up to Her Majesty the Queen, and Her successors forever, all the lands included within the following limits, that is to say:—

All that tract of country lying partly to the north and partly to the west of a tract of land ceded to Her Majesty the Queen by the Indians inhabiting the Province of Manitoba, and certain adjacent localities, under the terms of a treaty made at Lower Fort Garry on the third day of August last past, the land now intended to be ceded and surrendered being particularly described as follows, that is to say: Beginning at the mouth of Winnipeg River, on the north line of the lands ceded by said treaty; thence running along the eastern shore of Lake Winnipeg northwardly as far as the mouth of Beren's River; thence across said lake to its western shore, at the north bank of the mouth of the Little Saskatchewan or Dauphin River; thence up said stream and along the northern and western shores thereof, and of St. Martin's Lake, and along the north bank of the stream flowing into St. Martin's Lake from Lake Manitoba by the general course of such stream to such last-mentioned lake; thence by the eastern and northern shores of Lake Manitoba to the mouth of the Waterhen River; thence by the eastern and northern shores of said river up stream to the northernmost extremity of a small lake known as Waterhen Lake; thence in a line due west to and across lake Winnipegosis; thence in a straight line to the most northerly waters forming the source of the Shell River; thence to a point west of the same two miles distant from the river, measuring at right angles thereto; thence by a line parallel with the Shell River to its mouth, and thence crossing the Assiniboine River and running parallel thereto and two miles distant therefrom, and to the westward thereof, to a point opposite Fort Ellice; thence in a south-westwardly course to the north-western point of the Moose Mountains; thence by a line due south to the United States frontier; thence by the frontier eastwardly to the westward line of said tract ceded by treaty as aforesaid; thence bounded thereby by the west, north-west and north lines of said tract, to the place of beginning, at the mouth of Winnipeg River. To have and to hold the same to Her Majesty the Queen and Her successors forever; and Her Majesty the Queen hereby agrees and undertakes to lay aside and reserve for the sole and exclusive use of the Indians inhabiting the said tract the following lots of land, that is to say:—

For the use of the Indians belonging to the band of which Mekis is Chief, so much land between Turtle River and Valley River, on the south side of Lake Dauphin, as will make one hundred and sixty acres for each family of five persons, or in the same proportion for a greater or smaller number of persons. And for the use of the Indians belonging to the band of which François, or Broken Fingers, is Chief, so much land on Crane River, running into Lake Manitoba, as will make one hundred and sixty acres for each family of five persons, or in the same proportion



for a greater or smaller number of persons. And for the use of the band of Indians belonging to the bands of which Ma-sah-kee-yash and Richard Woodhouse are Chiefs, so much land on the river between Lake Manitoba and St. Martin's Lake, known as "Fairford River," and including the present Indian mission grounds, as will make one hundred and sixty acres for each family of five persons, or in the same proportion for a greater or smaller number of persons.

And for the use of the Indians of whom Sou-sonce is Chief, so much land on the east side of Lake Manitoba, to be laid off north of the creek near which a fallen elm tree now lies, and about half way between Oak Point and Manitoba Post, so much land as will make one hundred and sixty acres for each family of five persons, or in the same proportion for a greater or smaller number of persons. Saving, nevertheless, the rights of any white or other settler now in occupation of any lands within the lines of any such reserve.

And with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians, parties to this treaty, She hereby, through Her Commissioner, makes them a present of three dollars for each Indian man, woman and child belonging to the band here represented.

And further, Her Majesty agrees to maintain a school in each reserve hereby made, whenever the Indians of the reserve shall desire it.

Her Majesty further agrees with Her said Indians that within the boundary of Indian reserves, until otherwise enacted by the proper legislative authority, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force or hereafter to be enacted to preserve Her Indian subjects inhabiting the reserves or living elsewhere within Her North-West Territories, from the evil influence of the use of intoxicating liquors, shall be strictly enforced.

And further, that Her Majesty's Commissioner shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall in every year ensuing the date hereof, at some period during the month of August in each year to be duly notified to the Indians, and at or near their respective reserves, pay to each Indian family of five persons the sum of fifteen dollars, Canadian currency, or in like proportion for a larger or smaller family, such payment to be made in such articles as the Indians shall require of blankets, clothing, prints (assorted colours), twine or traps, at the current cash price in Montreal, or otherwise, if Her Majesty shall deem the same desirable in the interest of Her Indian people, in cash.

And the undersigned Chiefs, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will in all respects obey and abide by the law; that they will maintain peace and good order between each other, and also between themselves and other tribes of Indians, and between themselves and others of Her Majesty's subjects, whether Indians or whites, now inhabiting or hereafter to inhabit any part of the said ceded tract, and that they will not molest the person or property of any inhabitants of such ceded tract, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tract, or any part thereof, and that they will aid and assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioner and the said Indian Chiefs have hereunto subscribed and set their hands at Manitoba Post this day and year herein first above named.

Signed by the Chiefs within named, in presence of the following witnesses, the same having been first read and explained:

WEMYSS M. SIMPSON, [L.S.]
Indian Commissioner,
 his
 MEKIS, x
 mark

ADAMS G. ARCHIBALD,
*Lieut. Gov. of Manitoba and
 the N.-W. Territories.*

JAMES MCKAY, P.L.C.,
 MOLYNEUX ST. JOHN,
 E. A. ARCHIBALD,
 LILY ARCHIBALD,
 HENRI BOUTHILLIER,
 PAUL DE LARONDE,
 DONALD McDONALD,
 ELIZA McDONALD,
 ALEXANDER MUIR, Sr.

his
 SOU-SONSE, x
 mark
 his
 MA-SAH-KEE-YASH, x
 mark
 his
 FRANÇOIS, x
 mark
 RICHARD WOODHOUSE.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
 REGISTRAR'S BRANCH, OTTAWA, 15th December, 1871.

I hereby certify that the within treaty has been duly entered on the records of this Department in Lib. S., folio 52 to 56, inclusive.

J. C. AIKINS,
Secretary of State and Registrar-General of Canada.

No. 126.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the Chippewa Band of Indians owning the Indian reserve in the Township of Caradoc, in the County of Middlesex, Province of Ontario and Dominion of Canada, for and acting on behalf of our people, do remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those certain parcels of land forming portions of the above named reserve, and as laid down on the annexed plan, and which may be known and described as follows:—

Six acres and eighteen hundredths of an acre of Lot No. 11, in Range No. 5; one acre and ninety-seven hundredths of an acre of Lot No. 10, in Range No. 4; five acres and sixty hundredths of an acre of Lot No. 9, in Range No. 4; four acres and sixty-seven hundredths of an acre of Lot No. 8, in Range No. 4; three hundredths of an acre of Lot No. 8, in Range No. 3; five acres and twelve hundredths of an acre of Lot No. 7, in Range No. 3; five acres and twelve hundredths of an acre of Lot No. 6, in Range No. 3; two acres and four hundredths of an acre of Lot No. 5, in Range No. 3; two acres and ninety-one hundredths of an acre of Lot No. 5, in Range No. 2; five acres and sixty-two hundredths of an acre of Lot No. 4, in Range No. 2; three acres and forty-two hundredths of an acre of Lot No. 3, in Range No. 2—containing together forty-two acres and sixty-eight hundredths of an acre, be the same more or less, in order that the same may be sold to the Canada Southern Railway Company for the purposes of said railway, in consideration of the sum of eight hundred and ninety dollars, being the amount awarded on the 27th day of October, 1871, as the value of the same by arbitrators chosen for that purpose.

And which amount, after paying to the individual Indians through whose lands the said line of railway is to be laid out, the amount of the value of their improvements affected by the same, as fixed by the aforesaid arbitrators appointed to value the same, shall be invested for the benefit of our band and the interest thereon periodically distributed among us.

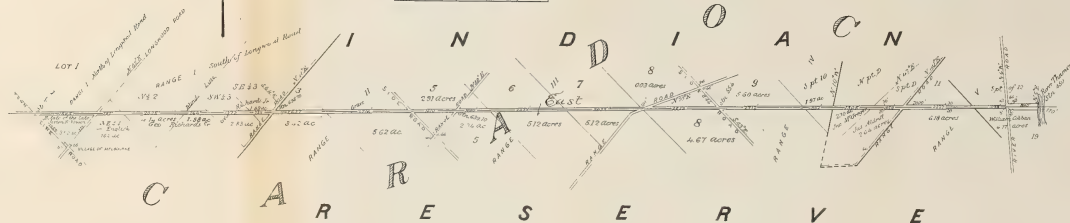
IN WITNESS WHEREOF, we, the said Chiefs and Principal Men of the Chippewa Band aforesaid, have set our hands and affixed our seals to this instrument at Caradoc, this eighteenth day of January, in the year of Our Lord one thousand eight hundred and seventy-two.

Signed, sealed and delivered in)
 presence of

ROBT. MACKENZIE, V. S. & C.
 W. LIVINGSTON, I.C.

his
 JOHN TOMIGO, x Chief, [L.S.]
 mark
 his
 JOSEPH FOX, x Chief, [L.S.]
 mark

Scale of feet



JOHN FRENCH,	[L.S.]
JOHN MISKOKOMON,	[L.S.]
NELSON BEAVER,	[L.S.]
THOMAS FISHER, ^{his} x	[L.S.]
mark	
JOHN CALEB, ^{his} x	[L.S.]
mark	
JOHN T. WAUCAUSH, ^{his} x	[L.S.]
mark	
JOHN WHITELOON, ^{his} x	[L.S.]
mark	
WILLIAM FRENCH, ^{his} x	[L.S.]
mark	
JAMES WALKER, ^{his} x	[L.S.]
mark	
SAMUEL MASKINONGE, ^{his} x	[L.S.]
mark	
ELIJAH MISKOKOMON,	[L.S.]
WESLEY WAUCAUSH, ^{his} x	[L.S.]
mark	
GEORGE FISHER,	[L.S.]
JOHN SIMON, ^{his} x	[L.S.]
mark	
WILLIAM ALBERT, ^{his} x	[L.S.]
mark	
PETER BRIGHAM, ^{his} x	[L.S.]
mark	
DAVID SENECA, ^{his} x	[L.S.]
mark	
ABEL WAUCAUSH,	[L.S.]
JOHN BIRCH, ^{his} x	[L.S.]
mark	
JOHN NOAH, ^{his} x	[L.S.]
mark	
PETER SENECA, ^{his} x	[L.S.]
mark	
GEORGE MADISON, ^{his} x	[L.S.]
mark	
JOSEPH RILEY, ^{his} x	[L.S.]
mark	
JAMES FINGER, ^{his} x	[L.S.]
mark	
WILLIAM MUNDWAY, ^{his} x	[L.S.]
mark	
JOHN HENRY,	[L.S.]
JOSEPH FISHER,	[L.S.]
JOSEPH WAUCAUSH,	[L.S.]

And we, the undersigned, hereby on oath certify before me William Elliot, Judge of Her Majesty's County Court for the County of Middlesex, in the Province of Ontario and Dominion of Canada, aforesaid, that the above release or surrender was assented to and executed by the Chiefs and principal members of the band of Chippeway Indians residing on the Indian reserve, in the Township of Caradoc, assembled at a meeting of such band, summoned for that purpose and who were entitled to vote at the same.

Sworn before me at Strathroy,
in the County of Middlesex
and Province of Ontario
and Dominion of Canada,
this 19th day of January,
in the year of Our Lord
one thousand eight hundred
and seventy-two.

ROBT. MACKENZIE, V. S. & C.
JOSEPH WAUCAUSH.

WM. ELLIOT,

Judge of the County Court, County of Middlesex.

Recorded 9th February 1872. }

Lib. S. Folio 59. }

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

No. 127.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the Oneida Band of Indians owning the Indian reserve in the Township of Delaware, in the County of Middlesex and Province of Ontario and Dominion of Canada, for and acting on behalf of our people, do remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels of land forming portions of the above named reserve, and as laid down on the annexed plan, and which may be known and described as follows:—

Thirteen hundredths of one acre of Lot No. 19 in Con. A; five acres and eighty-four hundredths of an acre of Lot No. 20 in Con. A; eight acres and twenty-four hundredths of an acre of Lot No. 20 in Con. B; one acre and sixty hundredths of an acre of Lot No. 21 in Con. B; seven acres and sixty-seven hundredths of an acre of Lot 21 in Con. C; three acres and seventeen hundredths of an acre of Lot 22 in Con. C; two acres and sixty-five hundredths of an acre of Lot 22 in Con. D; six acres of Lot No. 23 in Con. D, containing together thirty-five acres and thirty hundredths of an acre of the said Township of Delaware, be the same more or less, in order that the same may be sold to the Canada Southern Railway Company, in consideration of the sum of seven hundred and five dollars, being the amount awarded on the 27th day of October, 1871, as the value of the same, by arbitrators chosen for that purpose.

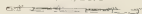
And which amount, after paying to the individual Indians through whose lands the said line of railway is to be laid out, the amount of the value of their improvements affected by the same, as fixed by the aforesaid arbitrators appointed to value the same, shall be invested for the benefit of our band and the interest thereon periodically distributed among us; or otherwise, should the same be afterwards decided in council, that principal and interest may be allowed to form a fund, subject to be drawn on by requisition for public purposes of advantage to our people that may from time to time arise.

CANADA SOUTHERN RAILWAY

Township of Delaware

County of Middlesex

Scale of Feet



S O U T H W O L D

IN WITNESS WHEREOF, we, the Chiefs and Principal Men of the Oneida Band aforesaid have set our hands and affixed our seals to this instrument at Delaware aforesaid, this seventeenth day of January, in the year of one thousand eight hundred and seventy-two.

Signed, sealed and delivered }
 in the presence of }
 ROBERT MACKENZIE, V. S. & C.
 THOS. CAWTHORP.

MOSES BROWN, ^{his} x <i>Chief</i> ,	[L.S.]
JOHN SICKLES, ^{mark} <i>Chief</i> ,	[L.S.]
CORNELIUS IRELAND, ^{his} x <i>Chief</i>	[L.S.]
AUGUSTUS CORNELIUS, ^{mark} x <i>Chief</i> ,	[L.S.]
WILLIAM WHITE, ^{his} x <i>Chief</i>	[L.S.]
PETER POWLIS, ^{mark} x <i>Chief</i> ,	[L.S.]
DANIEL CANADA, ^{his} x <i>Chief</i> ,	[L.S.]
HENRY ANTOINE, ^{mark} x <i>Chief</i> ,	[L.S.]
BAPTISTE SCHUYLER, ^{his} x <i>Chief</i> ,	[L.S.]
JOHN DUMFORD, ^{mark} x <i>Chief</i> ,	[L.S.]
THOMAS HOMER, ^{his} x	[L.S.]
WILLIAM DOXTATER, ^{mark} x	[L.S.]
THOMAS DOXTATER, ^{his} x	[L.S.]
WILLIAM CORNELIUS, ^{mark} x	[L.S.]
ANTHONY DAY, ^{his} x	[L.S.]
LEWIS THOMAS, ^{mark} x	[L.S.]
JACOB ANTOINE, ^{his} x	[L.S.]
AARON THOMAS, ^{mark} x	[L.S.]

} Principal Men.

And we, the undersigned, hereby on oath certify before me William Elliot, Judge of Her Majesty's County Court for the County of Middlesex, Ontario, and Dominion of Canada aforesaid, that the above release or surrender was assented to and executed by the Chiefs and principal members of the Band of Oneida Indians residing on the

Indian Reserve in the Township of Delaware, assembled at a meeting of such band summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at Strathroy,
in the County of Middlesex
and Province of Ontario and
Dominion of Canada, this
19th day of January, in the
year of Our Lord one thou-
sand eight hundred and seventy-
two.

ROBT. MACKENZIE, V. S. & C.
JOHN SICKLES. *Chief.*

WM. ELLIOT,

Judge of the County Court, County of Middlesex.

Recorded 7th February, 1872.

Lib. S. Surrenders to the Crown, fol. 57. }

J. C. AIKINS,

Secretary of State and Registrar General of Canada.

No. 128.

KNOW ALL MEN BY THESE PRESENTS that we, the Chiefs, Principal Men and Warriors of the Chippewa Indians of Sarnia, owning and residing upon the Sarnia Indian Reserve, being this day assembled in general council to the number of sixty, and acting by and with the full authority and consent of our people, have agreed to surrender and yield up, and do hereby surrender and yield up unto Our Sovereign Lady the Queen, Her heirs and successors, in trust, to be sold for our own and our children's benefit, all that certain portion of our said reserve, containing about fifteen acres, be the same more or less, which is commonly called the Indian Mission Lot, immediately south of the Town of Sarnia, and which is bounded on the west, first by the public highway and then by the River St. Clair; on the south by the surveyed line known as the continuation of the road allowance between the fourth and fifth concessions of the Township of Sarnia, and on the north and east by the curved line bounding the Great Western Railway track. To the end that the said described piece of land, including the beach and water privileges in front of the same, may be surveyed and sold in such manner and on such terms as the Honourable the Chief Superintendent of Indian Affairs for the Dominion of Canada may judge to be best for our advantage, and that the interest to be derived from the proceeds of the said property when sold shall be divided and paid over to our people, at the same times in each year as it is customary to pay our annuities and interest moneys; subject, nevertheless, to the following stipulations and conditions, namely: that an appropriation of ten acres of land from the front of lot number twenty-six front range of our said reserve, shall be devoted and set apart for mission and school uses, in lieu of the land now being surrendered, and also that the sum of three thousand dollars shall be reserved from the moneys to be received for the sale of the said surrendered land, and the Wesleyan Methodist Mission premises thereon, and shall be paid out for the erection of new Wesleyan Methodist Mission buildings, council and school houses, on the above lot number twenty-six. And further, that the full and free use of the present mission and council houses shall be continued to our people and the resident missionary until the proposed new buildings are erected and made fit for occupation. In witness to all which covenants and conditions we, the said Chiefs, Principal Men and Warriors, have set our hands and seals to this surrender, executed in duplicate, and dated at Sarnia, in the County of Lambton, Province of Ontario and Dominion of Canada, this first day of May, in the year of Our Lord one thousand eight hundred and seventy-two.

WILLIAM WAWANOSH,
JOSEPH WAWANOSH,
JOHN JOHNSTON,

[L.S.]
[L.S.]
[L.S.]

ROBERT GEORGE,	[L.S.]
ELIJAH GEORGE,	[L.S.]
EPHRAIM JACKSON,	[L.S.]
CHARLES CORNING, x	[L.S.]
ALEXANDER RE-NANANG,	[L.S.]
JOHN HALFDAY, x	[L.S.]
ISAAC JACKSON,	[L.S.]
JOHN ROGERS, x	[L.S.]
NICHOLAS PLAIN, x	[L.S.]
JOHN SUMNER,	[L.S.]
WILSON JACOBS,	[L.S.]
DAVID KAHGAUCK, x	[L.S.]
JOHN KEWAKAHNICK, x	[L.S.]
JABEZ JACKSON,	[L.S.]
JOSEPH PETAUDIE,	[L.S.]
SAMPSON JACKSON,	[L.S.]
JAMES SION,	[L.S.]
JOHN BEAVER, x	[L.S.]
ALEX. ROGERS,	[L.S.]
JOHN KAN-KANG,	[L.S.]
JAMES MENASS, x	[L.S.]
WILLIAM COTROLL, x	[L.S.]
PETER MENASS, x	[L.S.]
DANIEL NAHMABIN, x	[L.S.]
SILAS PAINEGONCE,	[L.S.]
ALBERT RODD,	[L.S.]
NICHOLAS KABAYOSH, x	[L.S.]
LUKE NAWAHDAYOSH,	[L.S.]
ADAM HALFDAY,	[L.S.]
PETER RODD,	[L.S.]
PAUL RODD, x	[L.S.]
CHARLES LAFORGE, x	[L.S.]
FRANCIS MENASS, x	[L.S.]
ISAAC STONE, x	[L.S.]
JOSIAH WILLIAMS, x	[L.S.]
JOHN THOMAS, x	[L.S.]
SAMES MASHAHKEE, x	[L.S.]
ISAAC CHIPPEWA, x	[L.S.]
JAMES MENASS, Jr.,	[L.S.]
THOMAS NAYAHNISHQUODT, x	[L.S.]
GEORGE ASHQUAQUONABY, x	[L.S.]
WILLIAM WAHBUCK, x	[L.S.]

We, Robert Mackenzie, Local Superintendent and Commissioner, and William Wawanosh, Interpreter to the Chippewa Indians of Sarnia, being also one of the Chiefs entitled to vote at their councils, do hereby affirm and certify that the above surrender was freely assented to and executed in general council of the band on the date therein mentioned, and that the said assent was given unanimously.

Sworn before me at the Town of
Sarnia, in the County of Lambton,
this second day of May, A.D. 1872. }

ROBT. MACKENZIE, V. S. & C.
WILLIAM WAWANOSH.

CHARLES ROBINSON,
Judge of the County of Lambton.

COPY of a Report of a Committee of the Honorable the Privy Council approved by His Excellency the Governor General in Council on the 2nd day of October, 1873.

On a memorandum dated 30th September, 1873, from the Honorable the Minister of the Interior, submitting for acceptance a surrender from the Chiefs and Principal Men and others of the Chippewa Indians of Sarnia, bearing date 1st May, 1872, conveying to the Crown in trust the Indian mission lot, and "including the beach and water privileges in front of the same."

The Committee advise that the surrender be accepted by Your Excellency in Council, in conformity with the provisions of the 8th section of the Act 31st Victoria, chap. 42, with a view to the intention of the said surrender being carried into effect.

Certified.

W. A. HIMSWORTH, *C.P.C.*

To the Honorable

The Minister of the Interior, &c., &c., &c.

Recorded 5th November, 1873.

Lib. 6, Folio 475.

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

No. 129.

Seal of Province of Ontario.	}	VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c. W. P. HOWLAND, Province of Ontario.
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To all to whom these presents shall come,—GREETING.

Whereas the Honorable Alexander Campbell, of the City of Ottawa, in the County of Carleton, Superintendent General of Indian Affairs, hath contracted and agreed for the absolute purchase of the lands and tenements hereinafter mentioned and described, at and for the price or sum of one hundred and fifty-six dollars of lawful money of Canada, and of which lands We are seized in right of Our Crown.

Now know ye, that in consideration of the said sum of one hundred and fifty-six dollars well and truly paid to Our use, at or before the sealing of these Our Letters Patent, We have granted, sold, aliened, conveyed and assured, and by these presents do grant, sell, alien, convey and assure unto the said the Honorable Alexander Campbell, Superintendent General of Indian Affairs, and his successors in office for ever, all those parcels or tracts of land situated, lying and being in the Township of South Alcona, in the County of Renfrew, in the Province of Ontario, containing by admeasurement one thousand five hundred and sixty-one acres, be the same more or less, which said parcels or tracts of land may be otherwise known as follows, that is to say: being composed of lots numbers three, four, five, six, seven, eight, nine and ten, in the ninth concession; and lots numbers five, six, seven, eight, nine and ten, in the tenth concession of the aforesaid Township of South Alcona, reserving the allowance for road along the banks of the Bonnechère River and Golden Lake and free access to the shores thereof for all vessels, boats and persons. To have and to hold the said parcels or tracts of land hereby granted, conveyed and assured unto the said the Honorable Alexander Campbell, Superintendent General of Indian Affairs, and his successors in office in that capacity for ever in trust for the use, settlement and benefit of the band of Algonquin Indians resident at or near Golden Lake in the said Township of South Alcona and County of Renfrew, saving, excepting and reserving, nevertheless, unto Us, Our heirs and successors, the free uses, passage and enjoyment of, in, over and upon all navigable waters that shall or may be hereafter found on or under, or be flowing through or upon, any part of the said parcels or tracts of land hereby granted as aforesaid.

Given under the great seal of Our Province of Ontario. Witness, the Honorable William Pearce Howland, Companion of the Most Honourable Order of the Bath and Lieutenant Governor of Our Province of Ontario, at Toronto, this seventeenth day of September, in the year of Our Lord one thousand eight hundred and seventy-three, and in the thirty-seventh year of Our Reign.

By command of the Lieutenant-Governor in Council.

T. B. PARDEE,

Secretary.

THOS. H. JOHNSON,

Assistant Commissioner of Crown Lands.

Recorded 22nd September, 1873.

Liber 46, Folio 204.

JOHN F. C. USSHER,
Deputy Provincial Registrar.

No. 130.

We, the undersigned Chiefs and Principal Men of the band of Indians owning the tract of land known as the Garden River Reserve, and described in the treaty effected on the ninth day of September, in the year of Our Lord one thousand eight hundred and fifty with the Chiefs and Principal Men of the Ojibewa Tribe of Indians inhabiting and claiming the eastern and northern shores of Lake Huron, by the Honorable William Benjamin Robinson, on behalf of Her Majesty the Queen of Great Britain and Ireland, as being situated at Garden River, in the District of Algoma, in the Province of Ontario, Dominion of Canada, and known as the Indian Reserve at Garden River, and laid down on a plan by John Stoughton Dennis, Provincial Land Surveyor, dated _____ and on file in the head office of Indian Affairs at Ottawa, in full council of our said band assembled at Garden River on this twentieth day of May in the year of Our Lord one thousand eight hundred and seventy three, do hereby agree and consent to surrender, and by this instrument do surrender to Her Gracious Majesty aforesaid, Her heirs and successors, in trust, for the use and benefit of the Church of England Mission, established at the Garden River Reserve aforesaid and their successors for ever, for the purpose of the said mission, all that parcel or tract of land situate upon the Garden River Reserve aforesaid, and described as follows, that is to say: being lots numbered fifteen, south of Milton street, north of Milton street, south of Prince street and north of Prince street, in the town plot of Shinguaouise, on the reserve aforesaid, containing by admeasurement two acres and one quarter or thereabout, be the same more or less, and we make this surrender in acknowledgement and in consideration of the benefits conferred upon the Indians resident upon the reserve aforesaid by the said mission.

IN WITNESS WHEREOF, we, the undersigned Chiefs and Principal Men of the band aforesaid, and as representing the entire said band, have hereunto set our hands and seals on the day and in the year first above written, in the presence of William Plummer, Superintendent and Commissioner of Indian Affairs, on behalf of Her Majesty the Queen aforesaid.

Signed, sealed and delivered at
Garden River on the day
first above written, in the
presence of
Fredk. Frost, School-teacher,
Garden River.
JAS. C. PHIPPS.

}	his		
	CHIEF AUGUSTINE, x		[L.S.]
	mark		
	his		
}	CHIEF PEQUETCHENENE, x		[L.S.]
	mark		
}	his		
	SHEBAHKIZHIK, x		[L.S.]
	mark		
	his		
	CHARLES LA ROSE, x		[L.S.]
	mark		

LOUISON SHINGWAUK,	his x mark	[L.S.]
ASKIN,	his x mark	[L.S.]
THEOPHILUS BOISSENAULT,	his x mark	[L.S.]
WILLIAM SHEBAUGHESIK,	his x mark	[L.S.]
FRANCIS CLARKE,	his x mark	[L.S.]
JOHN WEYMOSS,	his x mark	[L.S.]
NAHGAHWAIWEDON,	his x mark	[L.S.]
MEZEGUM,	his x mark	[L.S.]
WAIKEMAH,	his x mark	[L.S.]
MISQUAHBONOCAL,	his x mark	[L.S.]
TEGOUCHE,	his x mark	[L.S.]
JOSEPH LESAGE,	his x mark	[L.S.]
GEORGE AUGUSTINE,	his x mark	[L.S.]
JOSEPH SHEBAUGHESICK,	his x mark	[L.S.]

On behalf of Her Majesty the Queen of Great Britain and Ireland, I hereby accept the surrender above made by the Chiefs and Principal Men of the band owning the Garden River Reserve of the lots in the town plot of Shinguacouse, described herein.

WM. PLUMMER,
Visiting Superintendent and Commissioner of Indian Affairs.

I certify that the above named William Plummer and Chief Augustin appeared before me at the Town of Sault Ste. Marie, in the District of Algoma, this 20th day of May, A.D., 1873, and were severally sworn that the foregoing surrender was signed by them, Chief Pequetchenene, the only Chiefs and by the Principal Men above named of the Garden River band of Indians, in the said District, on the day of the date thereof.

WALTER MCCREA,
Judge, District of Algoma.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 2nd October, 1873.

On a memorandum dated 30th September, 1873, from the Honorable the Minister of the Interior, submitting a surrender received through Superintendent Plummer, bearing date 20th May, 1873, and executed by the Chiefs and Principal Men

of the Garden River band of Ojibway Indians, conveying to the Crown, in trust, lots numbers fifteen on the north side of Milton street, fifteen on the south side of Milton street, fifteen on the north side of Prince street, fifteen on the south side of Prince street, in the town plot of Chinguacouse, and containing two acres and one-quarter, and situated within this said reserve, for the use and benefit of the Church of England Mission established at the Garden River Reserve.

The Minister reports that Mr. Plummer, in a letter accompanying the said instrument, states that the dwelling house and premises of the Church of England Missionary are situated on the said lots, and that a large building for a general school or an academy for the training of Indians is about to be erected.

He accordingly recommends that the surrender so executed, which has been duly proved before the Judge for the District of Algoma, be accepted by Your Excellency in Council, in accordance with the provisions of the 8th section of the Act 31 Victoria, chapter 42.

The Committee advise that the surrender be accepted accordingly.

Certified,

To the Honourable

The Minister of the Interior,

&c., &c., &c.

W. A. HIMSWORTH, *C.P.C.*

Nos. 131 and 132.

ARTICLES OF A TREATY made and concluded this third day of October, in the year of Our Lord one thousand eight hundred and seventy-three, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honorable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and of the North-west Territories; Joseph Alfred Norbert Provencher and Simon James Dawson, of the one part, and the Saulteaux Tribe of the Ojibway Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs chosen and named as hereinafter mentioned, of the other part.

Whereas the Indians inhabiting the said country have, pursuant to an appointment made by the said Commissioners, been convened at a meeting at the north-west angle of the Lake of the Woods to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and the said Indians of the other.

And whereas the said Indians have been notified and informed by Her Majesty's said Commissioners that it is the desire of Her Majesty to open up for settlement, immigration and such other purpose as to Her Majesty may seem meet, a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of Her Indian subjects inhabiting the said tract, and to make a treaty and arrange with them so that there may be peace and good will between them and Her Majesty and that they may know and be assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in council as aforesaid, and being requested by Her Majesty's said Commissioners to name certain Chiefs and Headmen, who should be authorized on their behalf to conduct such negotiations and sign any treaty to be founded thereon, and to become responsible to Her Majesty for their faithful performance by their respective bands of such obligations as shall be assumed by them, the said Indians have thereupon named the following persons for that purpose, that is to say:—

KEK-TA-PAY-PI-NAIS (Rainy River.)

KITCHI-GAY-KAKE (Rainy River.)

NOTE-NA-QUA-HUNG (North-West Angle.)

NAWE-DO-PE-NESS (Rainy River.)

POW-WA-SANG (North-West Angle.)

CANDA-COM-IGO-WE-NINIE (North-West Angle.)

PAPA-SKO-GIN (Rainy River.)

MAY-NO-WAH-TAW-WAYS-KIONG (North-West Angle.)
 KITCHI-NE-KA-LE-HAN (Rainy River.)
 SAH-KATCH-EWAY (Lake Seul.)
 MUPA-DAY-WAH-SIN (Kettle Falls.)
 ME-PIE-SIES (Rainy Lake, Fort Frances.)
 OOS-CON-NA-GEITH (Rainy Lake.)
 WAH-SHIS-KOUCE (Eagle Lake.)
 KAH-KEE-Y-ASH (Flower Lake.)
 GO-BAY (Rainy Lake.)
 KA-MO-TI-ASH (White Fish Lake.)
 NEE-SHO-TAL (Rainy River.)
 KEE-JE-GO-KAY (Rainy River.)
 SHA-SHA-GANCE (Shoal Lake.)
 SHAH-WIN-NA-BI-NAIS (Shoal Lake.)
 AY-ASH-A-WATH (Buffalo Point.)
 PAY-AH-BEE-WASH (White Fish Bay.)
 KAH-TAY-TAY-PA-E-CUTCH (Lake of the Woods.)

And thereupon, in open council, the different bands having presented their Chiefs to the said Commissioners as the Chiefs and Headmen for the purposes aforesaid of the respective bands of Indians inhabiting the said district hereinafter described:

And whereas the said Commissioners then and there received and acknowledged the persons so presented as Chiefs and Headmen for the purpose aforesaid of the respective bands of Indians inhabiting the said district hereinafter described;

And whereas the said Commissioners have proceeded to negotiate a treaty with the said Indians, and the same has been finally agreed upon and concluded, as follows, that is to say:—

The Saulteaux Tribe of the Ojibbeway Indians and all other the Indians inhabiting the district hereinafter described and defined, do hereby cede, release, surrender and yield up to the Government of the Dominion of Canada for Her Majesty the Queen and Her successors forever, all their rights, titles and privileges whatsoever, to the lands included within the following limits, that is to say:—

Commencing at a point on the Pigeon River route where the international boundary line between the Territories of Great Britain and the United States intersects the height of land separating the waters running to Lake Superior from those flowing to Lake Winnipeg; thence northerly, westerly and easterly along the height of land aforesaid, following its sinuosities, whatever their course may be, to the point at which the said height of land meets the summit of the watershed from which the streams flow to Lake Nepigon; thence northerly and westerly, or whatever may be its course, along the ridge separating the waters of the Nepigon and the Winnipeg to the height of land dividing the waters of the Albany and the Winnipeg; thence westerly and north-westerly along the height of land dividing the waters flowing to Hudson's Bay by the Albany or other rivers from those running to English River and the Winnipeg to a point on the said height of land bearing north forty-five degrees east from Fort Alexander, at the mouth of the Winnipeg; thence south forty-five degrees west to Fort Alexander, at the mouth of the Winnipeg; thence southerly along the eastern bank of the Winnipeg to the mouth of White Mouth River; thence southerly by the line described as in that part forming the eastern boundary of the tract surrendered by the Chippewa and Swampy Cree tribes of Indians to Her Majesty on the third of August, one thousand eight hundred and seventy-one, namely, by White Mouth River to White Mouth Lake, and thence on a line having the general bearing of White Mouth River to the forty-ninth parallel of north latitude; thence by the forty-ninth parallel of north latitude to the Lake of the Woods, and from thence by the international boundary line to the place beginning.

The tract comprised within the lines above described, embracing an area of fifty-five thousand square miles, be the same more or less. To have and to hold the same to Her Majesty the Queen, and Her successors forever.

And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians, and also to lay aside and reserve for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, in such a manner as shall seem best, other reserves of land in the said territory hereby ceded, which said reserves shall be selected and set aside where it shall be deemed most convenient and advantageous for each band or bands of Indians, by the officers of the said Government appointed for that purpose, and such selection shall be so made after conference with the Indians; provided, however, that such reserves, whether for farming or other purposes, shall in no wise exceed in all one square mile for each family of five, or in that proportion for larger or smaller families; and such selections shall be made if possible during the course of next summer, or as soon thereafter as may be found practicable, it being understood, however, that if at the time of any such selection of any reserve, as aforesaid, there are any settlers within the bounds of the lands reserved by any band, Her Majesty reserves the right to deal with such settlers as She shall deem just so as not to diminish the extent of land allotted to Indians, and provided also that the aforesaid reserves of lands, or any interest or right therein or appurtenant thereto, may be sold, leased or otherwise disposed of by the said Government for the use and benefit of the said Indians, with the consent of the Indians entitled thereto first had and obtained.

And with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians She hereby, through Her Commissioners, makes them a present of twelve dollars for each man, woman and child belonging to the bands here represented, in extinguishment of all claims heretofore preferred.

And further, Her Majesty agrees to maintain schools for instruction in such reserves hereby made as to Her Government of Her Dominion of Canada may seem advisable whenever the Indians of the reserve shall desire it.

Her Majesty further agrees with Her said Indians that within the boundary of Indian reserves, until otherwise determined by Her Government of the Dominion of Canada, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force or hereafter to be enacted to preserve Her Indian subjects inhabiting the reserves or living elsewhere within Her North-west Territories, from the evil influences of the use of intoxicating liquors, shall be strictly enforced.

Her Majesty further agrees with Her said Indians that they, the said Indians, shall have right to pursue their avocations of hunting and fishing throughout the tract surrendered as hereinbefore described, subject to such regulations as may from time to time be made by Her Government of Her Dominion of Canada, and saving and excepting such tracts as may, from time to time, be required or taken up for settlement, mining, lumbering or other purposes by Her said Government of the Dominion of Canada, or by any of the subjects thereof duly authorized therefor by the said Government.

It is further agreed between Her Majesty and Her said Indians that such sections of the reserves above indicated as may at any time be required for Public Works or buildings of what nature soever may be appropriated for that purpose by Her Majesty's Government of the Dominion of Canada, due compensation being made for the value of any improvements thereon.

And further, that Her Majesty's Commissioners shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall in every year ensuing the date hereof, at some period in each year to be duly notified to the Indians, and at a place or places to be appointed for that purpose within the territory ceded, pay to each Indian person the sum of five dollars per head yearly.

It is further agreed between Her Majesty and the said Indians that the sum of fifteen hundred dollars per annum shall be yearly and every year expended by Her Majesty in the purchase of ammunition and twine for nets for the use of the said Indians.

It is further agreed between Her Majesty and the said Indians that the following articles shall be supplied to any band of the said Indians who are now actually cultivating the soil or who shall hereafter commence to cultivate the land, that is to say: two hoes for every family actually cultivating, also one spade per family as aforesaid, one plough for every ten families as aforesaid, five harrows for every twenty families as aforesaid, one scythe for every family as aforesaid, and also one axe and one cross-cut saw, one hand-saw, one pit-saw, the necessary files, one grind-stone, one auger for each band, and also for each Chief for the use of his band one chest of ordinary carpenter's tools; also for each band enough of wheat, barley, potatoes and oats to plant the land actually broken up for cultivation by such band; also for each band one yoke of oxen, one bull and four cows; all the aforesaid articles to be given once for all for the encouragement of the practice of agriculture among the Indians.

It is further agreed between Her Majesty and the said Indians that each Chief duly recognized as such shall receive an annual salary of twenty-five dollars per annum, and each subordinate officer, not exceeding three for each band, shall receive fifteen dollars per annum; and each such Chief and subordinate officer as aforesaid shall also receive once in every three years a suitable suit of clothing; and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal.

And the undersigned Chiefs, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will in all respects obey and abide by the law, that they will maintain peace and good order between each other, and also between themselves and other tribes of Indians, and between themselves and others of Her Majesty's subjects, whether Indians or whites, now inhabiting or hereafter to inhabit any part of the said ceded tract, and that they will not molest the person or property of any inhabitants of such ceded tract, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tract, or any part thereof; and that they will aid and assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands at the North-West Angle of the Lake of the Woods this day and year herein first above named.

Signed by the Chiefs within named,
in presence of the following witnesses,
the same having been first read and
explained by the Honorable James
McKay:

JAMES MCKAY,
MOLYNEUX ST. JOHN,
ROBERT PITHER,
CHRISTINE V. K. MORRIS,
CHARLES NOLIN,
A. McDONALD, *Capt.*,
Comg. Escort to Lieut. Governor.
JAS. F. GRAHAM,
JOSEPH NOLIN,
A. MCLEOD,
GEORGE MCPHERSON, Sr.,

ALEX. MORRIS, *L.G.*, [L.S.]
J. A. N. PROVENCHER, *Ind Comr.*,
S. J. DAWSON,

KEE-TA-KAY-PI-NAIS, X
his mark.
KITCHI-GAY-KAKE, X
his mark.
NO-TE-NA-QUA-HUNG, X
his mark.
MAWE-DO-PE-NAIS, X
his mark.
POW-WA-SANG, X
his mark.

SEDLEY BLANCHARD,
W. FRED. BUCHANAN,
FRANK G. BECHER,
ALFRED CODD, M.D.,
G. S. CORBAULT,
PIERRE LEVIELLER,
NICHOLAS CHATELAINE.

CANDA-COM-IGO-WI-NINE, ^{his} X
mark.

PA-PA-SKO-GIN, ^{his} X
mark.

MAY-NO-WAH-TAW-WAYS-KUNG, ^{his} X
mark.

KITCHI-NE-KA-BE-HAN, ^{his} X
mark.

SAH-KATCH-EWAY, ^{his} X
mark.

MUKA-DAY-WAH-SIN, ^{his} X
mark.

ME-KIE-SIES, ^{his} X
mark.

OOS-CON-NA-GEISH, ^{his} X
mark.

WAH-SHIS-KOUCE, ^{his} X
mark.

KAH-KEE-Y-ASH, ^{his} X
mark.

GO-BAY, ^{his} X
mark.

KA-ME-TI-ASH, ^{his} X
mark.

NEE-SHO-TAL, ^{his} X
mark.

KEE-JEE-GO-KAY, ^{his} X
mark.

SHA-SHA-GAUCE, ^{his} X
mark.

SHAW-WIN-NA-BI-NAIS, ^{his} X
mark.

AY-ASH-A-WASH, ^{his} X
mark.

PAY-AH-BEE-WASH, ^{his} X
mark.

KAH-TAY-TAY-PA-O-CUTCH, ^{his} X
mark.

We, having had communication of the treaty, a certified copy whereof is hereto annexed, but not having been present at the councils held at the North West Angle of the Lake of the Woods, between Her Majesty's Commissioners, and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the several bands of Indians which we represent, in consideration of the provisions of the said treaty being extended to us and the said bands which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Do-

minion of Canada, all our right, title and privilege whatsoever, which we, the said Chiefs and the said bands which we represent have, hold or enjoy, of, in and to the territory described and fully set out in the said articles of treaty, and every part thereof. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors for ever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of the said Chiefs and Indians therein named, to be observed and performed; and in all things to conform to the articles of the said treaty as if we ourselves and the bands which we represent had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands, this thirteenth day of October, in the year of Our Lord one thousand eight hundred and seventy-three.

Signed by S. J. Dawson, Esquire, one of Her Majesty's said Commissioners, for and on behalf and with the authority and consent of the Honorable Alexander Morris, Lieutenant Governor of Manitoba and the North-West Territories, and J. A. N. Provencher, Esq., the remaining two Commissioners, and himself and by the Chiefs within named, on behalf of themselves and the several bands which they represent, the same and the annexed certified copy of articles of treaty having been first read and explained in presence of the following witnesses:

THOS. A. P. TOWERS,
JOHN AITKEN,
A. F. MACDONELL.
NUZZAHL.

his
JAMES SAGANOSH, X
mark.
PIULLSISE.

For and on behalf of the Commissioners, the Honorable Alexander Morris, Lieut. Governor of Manitoba and the North-West Territories, Joseph Albert Norbert Provencher, Esquire, and the undersigned

S. J. DAWSON,
Commissioner.

his
PAY-BA-MA-CHAS, X
mark.

his
KE-BA-GUIN, X
mark.

his
ME-TAS-SO-QUE-NE-SKANK, X
mark.

To S. J. Dawson, Esquire, Indian Commissioner, &c., &c., &c.

SIR,—We hereby authorize you to treat with the various bands belonging to the Salteaux Tribe of the Ojibbeway Indians inhabiting the North-West Territories of the Dominion of Canada not included in the foregoing certified copy of articles of treaty, upon the same conditions and stipulations as are therein agreed upon, and to sign and execute for us and in our name and on our behalf the foregoing agreement annexed to the foregoing treaty.

ALEX. MORRIS,
Lieutenant-Governor.
J. A. N. PROVENCHER,
Indian Commissioner.

NORTH-WEST ANGLE, LAKE OF THE WOODS,

October 4th, A.D. 1873.

Recorded 27th October, 1874.

Lib. 27, Folio 38.

R. W. SCOTT,

Secretary of State and Registrar-General of Canada.

(A).

This Memorandum of Agreement made and entered into this twelfth day of September one thousand eight hundred and seventy-five, between Nicholas Chate-



laine, Indian interpreter at Fort Francis and the Rainy River and acting herein solely in the latter capacity for and as representing the said Half-breeds, on the one part, and John Stoughton Dennis, Surveyor General of Dominion Lands, as representing Her Majesty the Queen through the Government of the Dominion, of the other part, Witnesseth as follows :—

Whereas the Half-breeds above described, by virtue of their Indian blood, claim a certain interest or title in the lands or territories in the vicinity of Rainy Lake and the Rainy River, for the commutation or surrender of which claims they ask compensation from the Government.

And whereas, having fully and deliberately discussed and considered the matter, the said Half-breeds have elected to join in the treaty made between the Indians and Her Majesty, at the North-West Angle of the Lake of the Woods, on the third day of October, 1873, and have expressed a desire thereto, and to become subject to the terms and conditions thereof in all respects saving as hereinafter set forth.

It is now hereby agreed upon by and between the said parties hereto (this agreement, however, to be subject in all respects to approval and confirmation by the Government, without which the same shall be considered as void and of no effect), as follows, that is to say: The Half-breeds, through Nicholas Chatelaine, their Chief above named, as representing them herein, agree as follows, that is to say:—

That they hereby fully and voluntarily surrender to Her Majesty the Queen to be held by Her Majesty and Her successors for ever, any and all claim, right, title or interest which they, by virtue of their Indian blood, have or possess in the lands or territories above described, and solemnly promise to observe all the terms and conditions of the said treaty (a copy whereof, duly certified by the Honourable the Secretary of State of the Dominion has been this day placed in the hands of the said Nicholas Chatelaine.)

In consideration of which Her Majesty agrees as follows, that is to say:—

That the said Half-breeds, keeping and observing on their part the terms and conditions of the said treaty shall receive compensation in the way of reserves of land, payments, annuities and presents, in manner similar to that set forth in the several respects for the Indians in the said treaty; it being understood, however, that any sum expended annually by Her Majesty in the purchase of ammunition and twine for nets for the use of the said Half-breeds shall not be taken out of the fifteen hundred dollars set apart by the treaty for the purchase annually of those articles for the Indians, but shall be in addition thereto, and shall be a *pro rata* amount in the proportion of the number of Half-breeds parties hereto to the number of Indians embraced in the treaty; and it being further understood that the said Half-breeds shall be entitled to all the benefits of the said treaty as from the date thereof, as regards payments and annuities, in the same manner as if they had been present and had become parties to the same at the time of the making thereof.

And whereas the said Half-breeds desire the land set forth as tracts marked (A) and (B) on the rough diagram attached hereto, and marked with the initials of the parties aforementioned to this agreement, as their reserves (in all eighteen square miles), to which they would be entitled under the provisions of the treaty, the same is hereby agreed to on the part of the Government.

Should this agreement be approved by the Government, the reserves as above to be surveyed in due course.

Signed at Fort Francis, the day }
and date above mentioned, }
in presence of us as witnesses: }

A. R. TILLIE,
CHAS. S. CROWE,
W. B. RICHARDSON,
L. KITTSOON.

J. S. DENNIS,

[L.S.]

NICHOLAS ^{his} x CHATELAINE. [L.S.]
mark.

Note.—See also Adhesion of 9th June, 1874, p. 319, vol. II.

No. 133.

[Translation follows.]

LIVRE DE RENVOI OFFICIEL, du domaine de la seigneurie du Saut Saint-Louis, comté de Laprairie, premier arrondissement ou division d'enregistrement du ci-devant comté de Huntingdon.

No. du lot ou lopin de terre indiqué sur le plan officiel.	Nom du propriétaire.	Description générale.	Remarques.
<i>Domaine du Sault Saint-Louis.</i>			
1	Sa Majesté la Reine	Le domaine du Saut Saint-Louis, court le long du fleuve Saint-Laurent sur une longueur de deux cent vingt arpents à partir de l'entrée du lac Saint-Louis en allant vers le sud-ouest ; est de figure irrégulière et contient treize mille trente-cinq arpents en superficie en y comprenant trente-neuf arpents et vingt-cinq perches en superficie appartenant à la compagnie du chemin de fer de Montréal et de Champlain ; borné à l'ouest par le fleuve Saint-Laurent, au nord-est par la ligne limitative de la paroisse de Laprairie de la Magdeleine, à l'est, par celle de la paroisse Saint-Constant et celle de Saint-Isidore ; au sud et au sud-ouest, par les lignes limitatives de la paroisse de Saint-Philomène et de Chateauguay, sur une longueur de cent quarante arpents.	Les Sauvages de Caughnawaga, ont l'usufruit de ce domaine jusqu'au décès du dernier survivant d'eux.
	La Compagnie du chemin de fer de Montréal et Champlain.	Contenant trois perches, six pieds de largeur sur cent dix-huit arpents de profondeur, formant trente-neuf arpents et vingt-cinq perches en superficie, borné à l'ouest par le fleuve Saint-Laurent, à l'est par la ligne limitative de la paroisse de Saint-Constant et traversant le domaine du Saut Saint-Louis de l'ouest à l'est.	

Fait en conformité des dispositions du chap. 37 des Status Refondus du Bas-Canada et de l'acte 27-28 Vict. ch. 40.

OTTAWA, ce 15e jour d'avril mil huit cent soixante et sept.

A. CAMPBELL,

Commissaire des Terres de la Couronne.

Vraie copie de l'original.

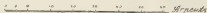
Dépt. des Terres de la Couronne,

QUÉBEC, 22 oct. 1872.

E. E. TACHÉ,

Assist. Comm. des Terres de la Couronne.

Plan
du
Domaine DE LA SEIGNEURIE DU SAULT ST. LOUIS
Comté de la Prairie



N'est en conformité des dispositions du Chapitre 37
des Statuts révisés du Bas Canada et de L'Art 37 de la
Charte 40

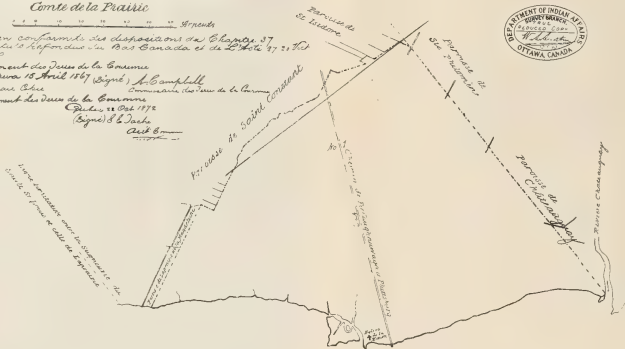
Departement des Jours de la Conscience

Ottawa 15 Avril 1867 (Signé) A. Campbell
Commissaire des Terres de la Couronne
Département des Terres de la Couronne
Richm^{on} 21 Oct 1872
(Signé) S. E. Tache
Act. Comm.

Département des Ventes de la Couronne

Pusher, 22 Oct 1972

(Signé) S. L. Tache
Arch. B. m.



Lac St Louis.

(Translation.)

OFFICIAL BOOK OF REFERENCE of the Domain of the Seignior of Sault St. Louis,
County of Laprairie, First District of Registrational Division of the heretofore
County of Huntingdon.

No. of Lot or parcel of Land indicated on the Official Plan.	Name of Proprietor.	General Description.	Remarks.
1	Her Majesty the Queen.	<p style="text-align: center;"><i>Domain of Sault St. Louis.</i></p> <p>The Domain of Sault St. Louis runs along the River St. Lawrence for a length of two hundred and twenty acres, beginning at the entrance of the Lake St. Louis going towards the south-west; is of an irregular figure, and contains fifteen thousand and thirty-five acres in superficies, including therein thirty-nine acres and twenty-five perches in superficies, belonging to the Montreal and Champlain Railroad Company: bounded on the west by the River St. Lawrence; on the north-east by the boundary line of the Parish of Laprairie de la Magdeleine; on the east by that of the Parish of St. Constant and that of St. Isidore; on the south and the south-west by the boundary lines of the Parishes of Ste. Philoméne and Châteauguay on a length of one hundred and forty acres.</p> <p style="text-align: center;"><i>Montreal and Champlain Railroad.</i></p> <p>Containing three perches and six feet in width, by one hundred and eighteen acres in depth, forming thirty-nine acres and twenty-five perches in superficies: bounded on the west by the River St. Lawrence; on the east by the boundary line of the Parish of St. Constant, and crossing the Domain of Sault St. Louis from west to east.</p>	The Indians of Caughnawaga have the usufruct of this Domain until the death of the last survivor of them.
	The Montreal and Champlain Railway Com- pany.		

Made in conformity with the provisions of chap. 37 of the Consolidated Statutes of Lower Canada, and of the Act 27-28 Vict., cap. 40.

OTTAWA, this 15th day of April, one thousand eight hundred and sixty-seven.

A. CAMPBELL,
Commissioner of Crown Lands.

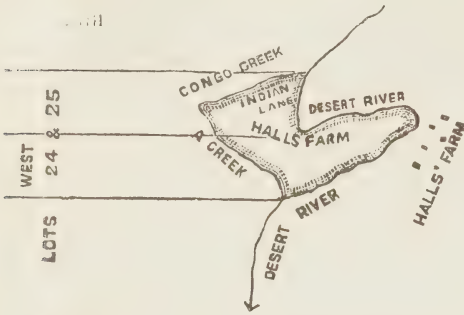
A true copy of the original.

DEPT. OF CROWN LANDS,
QUEBEC, 22 Oct., 1872.

E. E. TACHÉ,
Asst. Comr. Crown Lands.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the band of Indians owning the Indian Reserve in the Township of Maniwaki, for and acting on behalf of our people, do hereby remise, release, surren-

der, quit claim, and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular, those certain portions of land forming part of the Indian reserve, aforesaid, and situated in the Province of Quebec, in the Dominion of Canada, and known and described as follows; and as laid down on the annexed traced plan of the same; that is to say:—



Messrs. Gilmour & Co.'s farm, being part of lots 5 and 6, Desert Front, bounded on the north, the west and a part south by the River Desert, and on the east by the Indian Chief's lot, and cannot contain less than 27 acres.

The above is Hall's farm, supposed to contain 17 acres, bounded on the west by lots 34 and 35 Gatineau Front, bounded Congo Creek, on the south by another small creek, on the north and east by the Desert River, and is on the extreme end of the supposed lots 24 and 25, in 7th Range.

Mr. James Hagan's farm, being part of lots 34 and 35 Gatineau Front, bounded on the north and east by the Gatineau River, and on the south and west by the R. C. Church lands, and contains 47 acres and 16 perches, less 2 acres for graveyard.

All the above three farms are marked off on the annexed traced plan of the Indian reserve.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, all and singular, those certain portions of land forming part of described, in trust, to sell and convey the same to such person or persons, and upon such terms as the Government of the said Dominion of Canada shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men, and our people in all time to come.

And upon the further condition that the moneys received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come for ever.

And we, the Chiefs and Principal Men of the band aforesaid, do on behalf of our people and for ourselves, hereby ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this instrument at River Desert, in the said Province of Quebec and Dominion of Canada aforesaid, this tenth day of September, in the year of Our Lord one thousand eight hundred and seventy-three.

Signed, sealed and delivered)
in presence of:)
JNO. WHITE,
S. R. BROCK.

Signed by the Chief, Deputy Chief and
21 other Indians, members of the Band.

It is this day agreed to by the Principal Men of the band, under their foregoing signatures, that the Indian Department do sell unto Mr. G. C. Hall the entire of lots 24 and 25, on the Desert Front, instead of the part described on the first page hereof.

JNO. WHITE,
S. R. BROCK.

RIVER DESERT, 30th October, 1873.

And we hereby on oath certify before Robert Lyon, Esquire, Junior Judge of Her Majesty's County Court for the County of Carleton, in the Province of Ontario and Dominion of Canada, as aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and principal members of the band of Indians therein mentioned, assembled at a meeting of such band and tribe, summoned for such purpose, and who were entitled to vote thereat.

Sworn before me at Ottawa, in the County of Carleton, in the Province of Ontario, this fourth day of February, in the year of Our Lord one thousand eight hundred and seventy-four.

JNO. WHITE,
And the Chief of the Band.

ROBERT LYON,

Junior Judge of the County Court, County Carleton.

Recorded 27th March, 1874.}

Lib. S., Folio 75. }

R. W. SCOTT,

Secretary of State and Registrar-General of Canada.

No. 135.

ARTICLES OF A TREATY made and concluded this fifteenth day of September, in the year of Our Lord one thousand eight hundred and seventy-four, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honourable Alexander Morris, Lieutenant Governor of the Province of Manitoba and the North-West Territories; the Honorable David Laird, Minister of the Interior, and William Joseph Christie, Esquire, of Brockville, Ontario, of the one part; and the Cree, Saulteaux and other Indians, inhabitants of the territory within the limits hereinafter defined and described by their Chiefs and Headmen, chosen and named as hereinafter mentioned, of the other part.

Whereas the Indians inhabiting the said territory have, pursuant to an appointment made by the said Commissioners, been convened at a meeting at the Qu'Appelle Lakes, to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and the said Indians of the other.

And whereas the said Indians have been notified and informed by Her Majesty's said Commissioners that it is the desire of Her Majesty to open up for settlement, immigration, trade and such other purposes as to Her Majesty may seem meet, a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of Her Indian subjects inhabiting the said tract, and to make a treaty and arrange with them, so that there may be peace and good will between them and Her Majesty and between them and Her Majesty's other subjects, and that Her Indian people may know and be assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in Council as aforesaid, and being requested by Her Majesty's said Commissioners to name certain Chiefs and Headmen, who should be authorized on their behalf to conduct such negotiations and sign any treaty to be founded thereon, and to become responsible to Her Majesty for their faithful performance by their respective bands of such obligations as shall be assumed by them the said Indians, have thereupon named the following persons for that purpose, that is to say: Ka-ki-shi-way, or "Loud Voice," (Qu'Appelle River); Pis-qua, or "The Plain" (Leech Lake); Ka-wey-ance, or "The Little Boy" (Leech Lake); Ka-kee-na-wup, or "One that sits like an Eagle" (Upper Qu'Appelle Lakes); Kus-kee-tew-mus-coo-mus-qua, or "Little Black Bear" (Cypress Hills); Ka-ne-on-us-ka-tew, or "One that walks on four claws" (Little Touchwood Hills); Cau-ah-ha-cha-pew, or "Making ready the Bow" (South side of the South Branch of the Saskatchewan); Kii-si-caw-ah-chuck, or "Day-Star" (South side of the South Branch of the Saskatchewan); Ka-na-ca-toose, "The Poor Man" (Touchwood Hills)

and Qu'Appelle Lakes); Ka-kii-wis-ta-haw, or "Him that flies around" (towards the Cypress Hills); Cha-ca-chas (Qu'Appelle River); Wah-pii-moose-too-siis, or "The White Calf" (or Pus-coos) (Qu'Appelle River); Gabriel Coté, or Mee-may, or "The Pigeon" (Fort Pelly).

And thereupon in open council the different bands, having presented the men of their choice to the said Commissioners as the Chiefs and Headmen, for the purpose aforesaid, of the respective bands of Indians inhabiting the said district hereinafter described.

And whereas the said Commissioners have proceeded to negotiate a treaty with the said Indians, and the same has been finally agreed upon and concluded as follows, that is to say:—

The Cree and Saulteaux Tribes of Indians, and all other the Indians inhabiting the district hereinafter described and defined, do hereby cede, release, surrender and yield up to the Government of the Dominion of Canada, for Her Majesty the Queen, and Her successors forever, all their rights, titles and privileges whatsoever, to the lands included within the following limits, that is to say:—

Commencing at a point on the United States frontier due south of the north-western point of the Moose Mountains; thence due north to said point of said mountains; thence in a north-easterly course to a point two miles due west of Fort Ellice; thence in a line parallel with and two miles westward from the Assiniboine River to the mouth of the Shell River; thence parallel to the said river and two miles distant therefrom to its source; thence in a straight line to a point on the western shore of Lake Winnipegosis, due west from the most northern extremity of Waterhen Lake; thence east to the centre of Lake Winnipegosis; hence northwardly, through the middle of the said lake (including Birch Island), to the mouth of Red Deer River; thence westwardly and southwardly along and including the said Red Deer River and its lakes, Red Deer and Etoimaini, to the source of its western branch; thence in a straight line to the source of the northern branch of the Qu'Appelle; thence along and including said stream to the forks near Long Lake; thence along and including the valley of the west branch of the Qu'Appelle to the South Saskatchewan; thence along and including said river to the mouth of Maple Creek; thence southwardly along said creek to a point opposite the western extremity of the Cypress Hills; thence due south to the international boundary; thence east along the said boundary to the place of commencement. Also all their rights, titles and privileges whatsoever to all other lands wheresoever situated within Her Majesty's North-West Territories, or any of them. To have and to hold the same to Her Majesty the Queen and Her successors for ever.

And Her Majesty the Queen hereby agrees, through the said Commissioners, to assign reserves for said Indians, such reserves to be selected by officers of Her Majesty's Government of the Dominion of Canada appointed for that purpose, after conference with each band of the Indians, and to be of sufficient area to allow one square mile for each family of five, or in that proportion for larger or smaller families; provided, however, that it be understood that, if at the time of the selection of any reserves, as aforesaid, there are any settlers within the bounds of the lands reserved for any band, Her Majesty retains the right to deal with such settlers as She shall deem just, so as not to diminish the extent of land allotted to the Indians; and provided, further, that the aforesaid reserves of land, or any part thereof, or any interest or right therein, or appurtenant thereto, may be sold, leased or otherwise disposed of by the said Government for the use and benefit of the said Indians, with the consent of the Indians entitled thereto first had and obtained, but in no wise shall the said Indians, or any of them, be entitled to sell or otherwise alienate any of the lands allotted to them as reserves.

In view of the satisfaction with which the Queen views the ready response which Her Majesty's Indian subjects have accorded to the invitation of Her said Commissioners to meet them on this occasion, and also in token of their general good conduct and behaviour, She hereby, through Her Commissioners, makes the Indians of the

hands here represented a present, for each Chief of twenty-five dollars in cash, a coat and a Queen's silver medal; for each Headman, not exceeding four in each band, fifteen dollars in cash and a coat; and for every other man, woman and child twelve dollars in cash; and for those here assembled some powder, shot, blankets, calicoes, strouds and other articles.

As soon as possible after the execution of this treaty Her Majesty shall cause a census to be taken of all the Indians inhabiting the tract hereinbefore described, and shall, next year, and annually afterwards for ever, cause to be paid in cash at some suitable season to be duly notified to the Indians, and at a place or places to be appointed for that purpose, within the territory ceded, each Chief twenty-five dollars; each Headman, not exceeding four to a band, fifteen dollars; and to every other Indian man, woman and child, five dollars per head; such payment to be made to the heads of families for those belonging thereto, unless for some special reason it be found objectionable.

Her Majesty also agrees that each Chief and each Headman, not to exceed four in each band, once in every three years during the term of their offices shall receive a suitable suit of clothing, and that yearly and every year She will cause to be distributed among the different bands included in the limits of this treaty powder, shot, ball and twine, in all to the value of seven hundred and fifty dollars; and each Chief shall receive hereafter, in recognition of the closing of the treaty, a suitable flag.

It is further agreed between Her Majesty and the said Indians that the following articles shall be supplied to any band thereof who are now actually cultivating the soil, or who shall hereafter settle on their reserves and commence to break up the land, that is to say: two hoes, one spade, one scythe and one axe for every family so actually cultivating, and enough seed wheat, barley, oats and potatoes to plant such land as they have broken up; also one plough and two harrows for every ten families so cultivating as aforesaid, and also to each Chief for the use of his band as aforesaid, one yoke of oxen, one bull, four cows, a chest of ordinary carpenter's tools, five hand saws, five augers, one cross-cut saw, one pit-saw, the necessary files and one grindstone, all the aforesaid articles to be given, once for all, for the encouragement of the practice of agriculture among the Indians.

Further, Her Majesty agrees to maintain a school in the reserve allotted to each band as soon as they settle on said reserve and are prepared for a teacher.

Further, Her Majesty agrees that within the boundary of the Indian reserves, until otherwise determined by the Government of the Dominion of Canada, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force, or hereafter to be enacted, to preserve Her Indian subjects, inhabiting the reserves, or living elsewhere within the North-West Territories, from the evil effects of intoxicating liquor, shall be strictly enforced.

And further, Her Majesty agrees that Her said Indians shall have right to pursue their avocations of hunting, trapping and fishing throughout the tract surrendered, subject to such regulations as may from time to time be made by the Government of the country, acting under the authority of Her Majesty, and saving and excepting such tracts as may be required or taken up from time to time for settlement, mining or other purposes, under grant or other right given by Her Majesty's said Government.

It is further agreed between Her Majesty and Her said Indian subjects that such sections of the reserves above indicated as may at any time be required for public works or building of whatsoever nature may be appropriated for that purpose by Her Majesty's Government of the Dominion of Canada, due compensation being made to the Indians for the value of any improvements thereon, and an equivalent in land or money for the area of the reserve so appropriated.

And the undersigned Chiefs and Headmen, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will, in all respects, obey and abide by the law, that they will maintain peace

and good order between each other, and between themselves and other tribes of Indians and between themselves and others of Her Majesty's subjects, whether Indians, Half-breeds, or whites, now inhabiting or hereafter to inhabit any part of the said ceded tract; and that they will not molest the person or property of any inhabitant of such ceded tract, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tract, or any part thereof, and that they will assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF Her Majesty's said Commissioners, and the said Indian Chiefs and Headmen, have hereunto subscribed and set their hands, at Qu'Appelle, this day and year herein first above written.

Signed by the Chiefs and Headmen }
 within named in presence of the }
 following witnesses, the same hav- }
 ing been first read and explained }
 by Charles Pratt: }
 W. OSBORNE SMITH, *C.M.G.*
Lt.-Col. D.A.G. Commg.
Dominion Forces in North-West..
 PASCAL BRELAND,
 EDWARD MCKAY,
 CHARLES PRATT,
 PIERRE POITRAS,
 his
 BAPTIST X DAVIS,
 mark.
 his
 PIERRE X DENOMME,
 mark.
 JOSEPH MCKAY,
 DONALD McDONALD,
 A. McDONALD,
 Capt. Provl. Battn. Infantry,
 GEO. W. STREET,
 Ens. Provl. Battn. Infantry.
 ALFRED CODD, *M.D.,*
 Surgeon Provl. Battn. Infantry,
 W. M. HERCHMER, *Captain,*
 C. DE COUYES, *Ensign,*
 JOS. POITRON, X
 M. G. DICKIESON,
 Private Secy. Min. of Interior,
 PETER LAPIERRE,
 HELEN M. MCLEAN,
 FLORA GARRIOCH,
 JOHN COTTON, *Lt. Canadian Artillery.*
 JOHN ALLAN,
 Lt. Provl. Battn. Infantry.

ALEXANDER MORRIS,
Lt.-Gov. North-West Territories,
 DAVID LAIRD, *Indian Commissioner,*
 WILLIAM J. CHRISTIE,
 his
 KA-KII-SHI-WAY, X
 mark.
 his
 PIS-QUA, X
 mark.
 his
 KA-WEZAUCE, X
 mark.
 his
 KA-KEE-NA-WUP, X
 mark
 his
 KUS-KEE-TEW-MUS-COO-MUS-QUA, X
 mark.
 his
 KA-NE-ON-US-KA-TEW, X
 mark.
 his
 CAN-AH-HA-CHA-PEU, X
 mark.
 his
 KII-SI-CAW-AH-CHUCK, X
 mark.
 his
 KA-WA-CA-TOOSE, X
 mark.
 his
 KA-KU-WIS-TA-HAW, X
 mark.
 his
 CHA-CA-CHAS, X
 mark.
 his
 WA-PII-MOOSE-TOO-SUS, X
 mark.
 his
 GABRIEL COTÉ or MEE-MAY, X
 mark.

We, members of the Saulteaux Tribe of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September instant, between Her Majesty the Queen and the Cree and Saulteaux Indians, and other Indians at Qu'Appelle lakes, but not having been present at the councils held at Qu'Appelle lakes between Her Majesty's Commissioners and the several Indian Chiefs, and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the band which we represent, in consideration of the pro-

visions of the said treaty being extended to us and the said band which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said band which we represent, have held or enjoy, of, in and to the territory described and fully set out in the said articles of treaty and every part thereof also all our right, title and privilege whatsoever to all other lands, wherever situated, whether within the limits of any treaty formerly made or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty, signed at the Qu'Appelle lakes, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves, and the band which we represent, had been originally contracting parties thereto and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF Her Majesty's said Commissioners and the said Indian Chief and Headman have hereunto subscribed and set their hands at Fort Ellice. this twenty-first day of September, in the year of Our Lord one thousand eight hundred and seventy-four.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been first explained to the Indians by Joseph Robillard:

ARCH. McDONALD,
GEORGE FLETT,
A. MAXWELL,
DAVID ARMIT,
HENRY McKAY,
ELLEN McDONALD,
MARY ARMIT,

Recorded 17th November, 1874. }
Lib. 27, folio 54. }

R. W. SCOTT,
Secretary of State and
Registrar-General of Canada.

ALEXANDER MORRIS,

Lt.-Gov. North-West Territories.

DAVID LAIRD, *Indian Commissioner.*

W. J. CHRISTIE, *Indian Commissioner,*

WAY-WA-SE-CA-PCW, or the

MAN PROUD OF STANDING UPRIGHT, X
his mark.

OTA-MA-KOO-EWIN, or SHA-POUS-E-TUNG'S
FIRST SON, THE MAN WHO STANDS ON

his
THE EARTH, X
mark.

We, members of the Cree, Saulteaux and Stonie Tribes of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September last between Her Majesty the Queen and the Cree and Saulteaux Indians, and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at the Qu'Appelle Lakes between Her Majesty's Commissioners and several Indian Chiefs and others therein contained, at which the articles of the said treaty were agreed upon, hereby, for ourselves and the bands which we represent, in consideration of the provisions of the said treaty having extended to us and the said bands which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said bands which we represent have held or enjoy, of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also, all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly

made or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty, signed at the Qu'Appelle Lakes, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we, ourselves, and the bands which we represent, had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands at Qu'Appelle Lakes this eighth day of September, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed by the parties hereto in the presence of the undersigned witnesses, the same having been first explained to the Indians by William the second McKay. }

W. J. CHRISTIE, *Indian Commissioner*,
M. G. DICKIESON, *Acting Ind'n Com'r.*,
W. F. WRIGHT,
his
CHEE X CUK.
mark.

WILLIAM S. MCKAY,
ARCH. McDONALD,
PASCAL BRELAND,
WILLIAM WAGNER.

Recorded, 21st January, 1876, }
Lib. 27, folio 291. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

We, members of the Cree, Saulteaux and Stonie Tribes of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September last between Her Majesty the Queen and the Cree and Saulteaux Indians and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at the Qu'Appelle Lakes, between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the bands which we represent, in consideration of the provisions of the said treaty having extended to us, and the said bands which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said bands which we represent have held or enjoy, of, in and to the territory described and fully set out in the said articles of treaty, and every part thereof; also, all our right, title, and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly made, or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty signed at the Qu'Appelle Lakes, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the bands which we represent had been originally contracting parties thereto and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands at Qu'Appelle Lakes this ninth day of September, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been first explained to the Indians by Charles Pratt.

Witness CHARLES PRATT,
Witness ARCH. McDONALD,
Witness JOSEPH READER,
PASCAL BRELAND.

W. J. CHRISTIE, *Ind. Commr.*,
M. G. DICKIESON, *Ind. Commr.*,
W. F. WRIGHT,

his
WAH-PEE-MAKWA, X
mark.

THE WHITE BEAR,

his
OKANES, X
mark.

his
PAYEPOT, X
mark.

his
LE CROUP DE PHEASANT, X
mark.

his
KITCHI-KAH-ME-WIN, X
mark.

Recorded 21st January, 1876, }
Lib. 27, folio 293. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

We, members of the Cree and Saulteaux Tribes of Indians, having had communication of the treaty made on the 15th day of September, 1874, between Her Majesty the Queen and the Cree and Saulteaux Indians and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at Qu'Appelle Lakes between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the band which we represent, in consideration of the provisions of the said treaty having extended to us and the said band which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said band which we represent have held or enjoy, of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limits of any treaty formerly made or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors for ever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty signed at the Qu'Appelle Lakes as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the band which we represent had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the Indian Chiefs have hereunto subscribed and set their hands at Swan Lake, this twenty-fourth day of September, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed by the parties hereto, in the
presence of the undersigned wit-
nesses, the same having been first
explained to the Indians by
George Brass. }

ARCH. McDONALD, Witness.

DONALD McDONALD, Witness,

his
GEORGE X BRASS, Witness,
mark.

Recorded 21st January, 1876, {
Lib. 27, folio 295. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

W. J. CHRISTIE, *Indian Comr.,*
M. G. DICKIESON, *Acting Indian Comr.,*

his
OW-TAH-PEE-KA-KAW, X
mark.

his
KH-SHI-KOUSE, X
mark.

We, members of the Saulteaux Tribe of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September, A.D. 1874, between Her Majesty the Queen and the Cree and Saulteaux Indians and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at the Qu'Appelle Lakes between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the band which we represent, in consideration of the provisions of the said treaty having extended to us and the said band which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said band which we represent have held or enjoy of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also, all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly made or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty signed at the Qu'Appelle Lakes as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of the said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the band which we represent had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the said Indian Chief and Headmen have hereunto subscribed and set their hands at Fort Pelly, this twenty-fourth day of August, in the year of Our Lord one thousand eight hundred and seventy-six.

Signed by the parties hereto in the
presence of the undersigned
witnesses, the same having been
first read and explained by A.
McKay: }

AND. McDONALD.

A. MCKAY,

W. H. NAGLE,

OO-ZA-WASK-OO-QUIN-APE, (or YELLOW

his
QUILL), X
mark.

ALEX. LORD RUSSELL,
 GEORGE FLETT,
 HUGH McBEATH.

Recorded 25th August, 1877, {
 Lib. S., folio 456 to 462. }
 L. A. CATELLIER,

his
 KENISTIN (or CREE), x
 mark

his
 NE-PIN-AWA (or SUMMER FUR), x
 mark

Deputy Registrar-General of Canada.

We, members of the Assiniboine Tribe of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September, one thousand eight hundred and seventy-four, between Her Majesty the Queen and the Cree Saulteaux Indians, and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at Qu'Appelle Lakes between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves, and the band which we represent, in consideration of the provisions of the treaty being extended to us and the said band which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the bands which we represent have held or enjoy of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly made or hereafter to be made with the Assiniboine Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions and the payment in the following manner, viz.: That those who have not already received payment receive this year the sums of twelve dollars for the year 1876, which shall be considered their first year of payment, and five dollars for the year 1877, making together the sum of seventeen dollars apiece to those who have never been paid, and five dollars per annum for every subsequent year, and also the reserves of the said treaty signed at Qu'Appelle Lakes, as therein stated, and solemnly promise and agree to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of the said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the band which we represent had been originally contracting parties thereto and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Major James M. Walsh, Inspector of North-West Mounted Police, in command at Fort Walsh, and the said Indian Chiefs and Headmen, have hereunto set their hands at Fort Walsh, this twenty-fifth day of September, in the year of Our Lord one thousand eight hundred and seventy-seven.

Signed by the parties hereto in
 the presence of the under-
 signed witnesses, the same
 having been first explained
 by Constant Provost to the
 Indians. }

J. H. McILREE,

Sub-Inspector,

PERCY REGINALD NEALE,

Sub-Inspector, N.W.M.P.

Recorded 1st December, 1877. }
 Liber 27, folio 469. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

J. M. WALSH,

his
 LONG LODGE x TEPEE HOSKA,
 mark

his
 THE ONE THAT x FETCHED THE COAT,
 mark

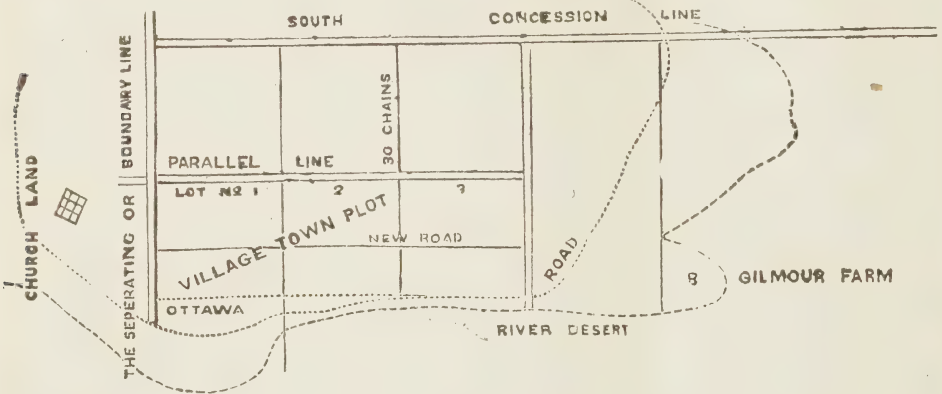
WICH-A-WOS-TAKA.

his
 THE POOR MAN, x
 mark

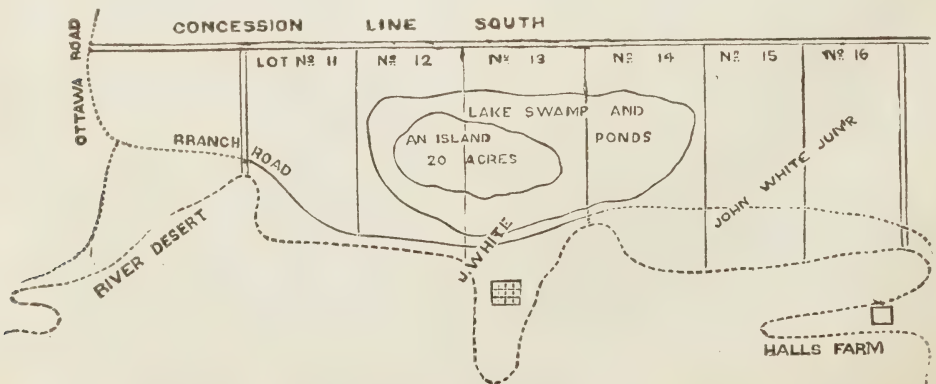
No. 136.

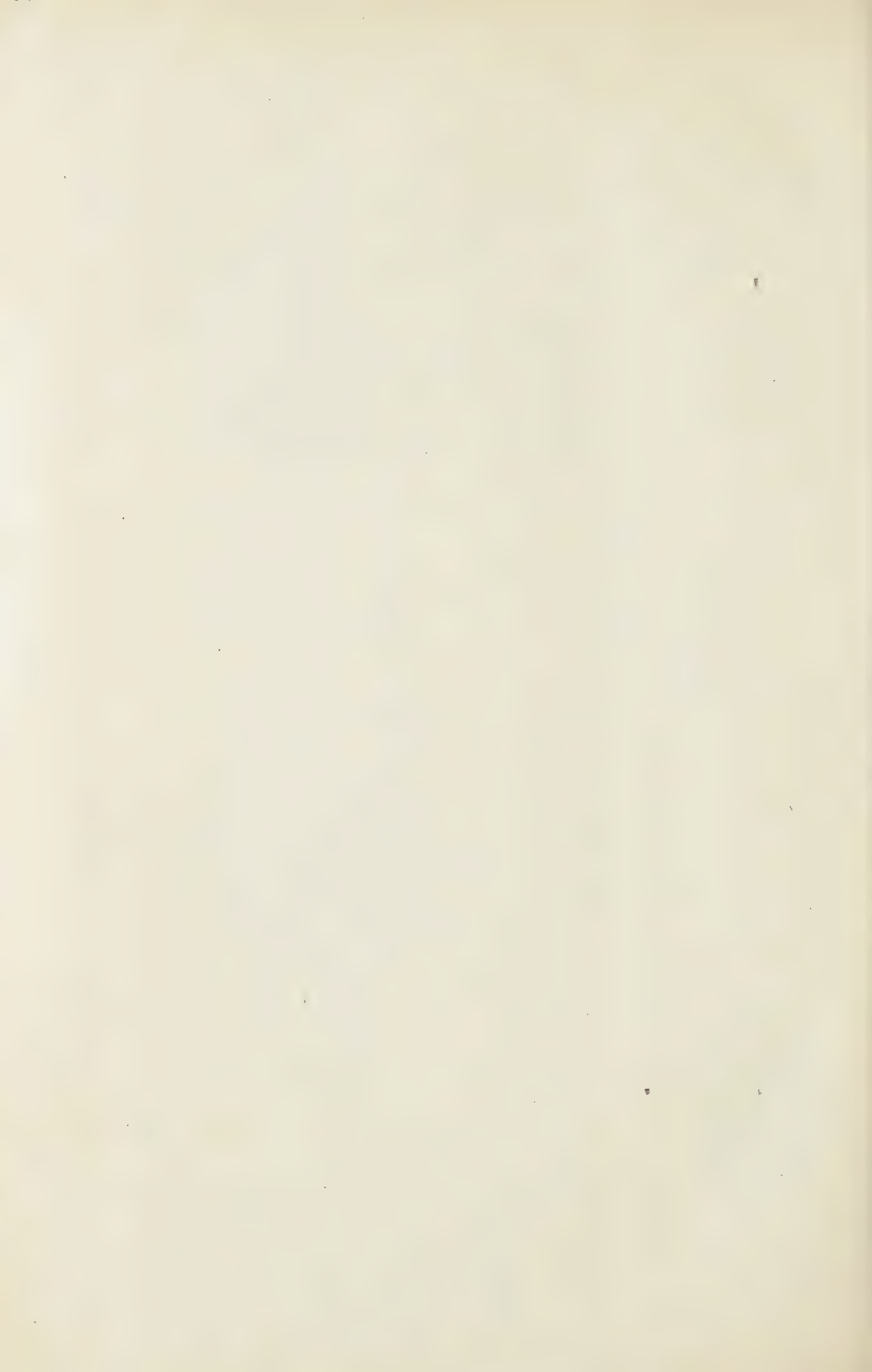
KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the band of Indians owning the Indian reserve in the Township of Maniwaki, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those certain portions of land forming part of the Indian reserve aforesaid and situated in the Province of Quebec, in the Dominion of Canada, and known and described as follows, and as laid down on the annexed traced plan of the same, that is to say:—

The front part of lots No. 1, 2 and 3, River Desert front, and on the said Indian reserve, for a village or town plot, to be divided into building lots, and each lot to be rented for a specified yearly rent for a term of twenty years, renewable from time to time at the expiration of each term, the same yearly rent to be always transferred from lease to lease. The plot to extend from the Desert River to the south to a line to be drawn parallel to the concession line and thirty chains to the north of said concession line, as will appear more plainly from the following sketch:—



Also the lots No. 12, 13 and 14, River Desert front, as now and hitherto occupied by John White, Indian Agent; and lots No. 15 and 16, same front, occupied and enjoyed by one of the said Agent's sons, named John White, Jr., to be rented to each for a term of twenty years, renewable from time to time at the expiration of each term, subject to the original and hitherto paid up rent of five dollars per year. On the first three of the above lots there are about seventy acres of no value, as being composed of lakes, ponds and swamps, the latter being of the worst description, running from side to side across the said three lots, the high water in spring rises from six to ten feet above the surface, and there can never be a fence of any kind made through any part of the said seventy acres. The following is a sketch of the said five lots:—





To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of lands as above described, in trust, to sell and convey the same to such person or persons and upon such rent as the Government of the said Dominion of Canada shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men, and our people in all time to come.

And upon the further condition that the moneys received from the sale thereof, shall, after deducting the usual proportion for expense of management be placed at interest, and that the interest so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come for ever.

And we, the said Chiefs and Principal Men of the band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this instrument at River Desert, in the said Province of Quebec and Dominion of Canada aforesaid, this nineteenth day of August, in the year of Our Lord one thousand eight hundred and seventy-three.

Signed, sealed and delivered)
in presence of: }

JNO. WHITE,
S. R. BROCK.

ATNON PAKINARRERTIK, *Chief*, [L.S.]

PACHACHEGU, *Dy. Chief*, [L.S.]

ANTMEN PIKIRR, *Dy. Chief*, [L.S.]

And 24 other Indians, members of the
band.

And we hereby on oath certify before Robert Lyon, Esquire, Junior Judge of Her Majesty's County Court for the County of Carleton, in the Province of Ontario and Dominion of Canada as aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and principal members of the band of Indians therein mentioned, assembled at a meeting of such band and tribe summoned for such purpose, and who were entitled to vote thereat.

Sworn before me at the City of Ottawa,
in the Province of Ontario, this fourth
day of February, in the year of Our
Lord one thousand eight hundred and
seventy-four. }

JNO. WHITE,
ATNON PAKINARRERTIK,

ROBERT LYON,

Junior Judge of the County Court in and for the County of Carleton.

Recorded 22nd October, 1874. }

Lib. S., folio 135. }

R. W. SCOTT,
Secretary of State and Registrar-General of Canada.

No. 137.

PRINCE EDWARD ISLAND.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.

KNOW ALL MEN BY THESE PRESENTS that I, John Aldous, the Commissioner of Public Lands for Prince Edward Island, under the authority of an Act passed in the sixteenth year of the reign of Her present Majesty Queen Victoria, intituled: "An Act for the purchase of lands on behalf of the Government of Prince Edward Island, and to regulate the sale and management thereof, and for other purposes therein mentioned," in consideration of the sum of one shilling of lawful current money of the

said Island to me in hand paid by Henry Palmer and Theophilus Stewart, the Indian Commissioners of Prince Edward Island, the receipt whereof is hereby acknowledged, have granted, bargained, released and confirmed, and by these presents do grant, bargain, release and confirm unto the said Commissioners of Indian Affairs, and their successors in office, all that tract, piece or parcel of land situate, lying and being on lot or township number thirty-nine (39), bounded as follows: that is to say: Commencing at the south-west angle of a tract of land in possession of Daniel Sinnott; thence according to the magnetic north of the year 1764 south forty-five degrees east sixty-seven chains, or until it meets Novell River; thence following the various courses of the same for the distance of thirty chains on a right angle with the side line north-east; thence (N. 45° W.) north forty-five degrees west sixty-six (66) chains, or until it meets the south-east angle of a tract of seventy acres in possession of Charles McCarthy; thence following the south-east boundary of the respective tracts of land in possession of Charles McCarthy, Daniel McCarthy and Daniel Sinnott, (S. 45° W.) south forty-five degrees west (30) thirty chains, to the place of commencement, containing two hundred and four acres of land, a little more or less, as delineated on the office plan of said lot or township number thirty-nine, together with all and singular the rights, privileges, easements, advantages and appurtenances whatsoever to the said land and premises belonging or in any wise appertaining, or therewith now or heretofore holden, used and enjoyed. To have and to hold the said tract of land, with the appurtenances thereunto belonging hereby granted and released unto the said Indian Commissioners, to the proper use and behoof of the said Commissioners for Indian Affairs, and their successors in office, and to no other use, intent or purpose whatsoever, as fully, amply and beneficially as the original grantee or grantees thereof from the Crown were possessed of the same or entitled thereto.

IN WITNESS WHEREOF, I, the said John Aldous "The Commissioner of Public Lands," have hereunto set my hand and seal of office the seventh day of April, in the year of Our Lord one thousand eight hundred and fifty-nine.

Signed, sealed and delivered in the {
presence of: }

THOMAS SWALEY.

JOHN ALDOUS, [L.S.]

The Commissioner of Public Lands.

Approved.

D. DALY,

Lieutenant-Governor.

Received the seventh day of April, A.D. 1859, from the within named Indian Commissioners, the sum of one shilling, being the consideration money which is expressed to be paid in the within written conveyance.

Witness my hand:

JOHN ALDOUS,

"The Commissioner of Public Lands."

This is to certify that this sheet of paper contains a true and correct transcript of the original conveyance, taken from Deed Book No. 1, folio 53, kept in the office of the Commissioner of Public Lands for Prince Edward Island.

Given under my hand at Charlotte Town in said Island, this 24th day of February, 1874.

HENRY WADMAN,

Assistant Commissioner.

Prince Edward Island.



David Binnet

Daniel McElroy

Chas. McElroy

30. chains

Projected Road

Indian Reserve

N. 45° W. 68.00'

N. 45° W. 66.00'

Morel River

No. 138.

We, William Benjamin Robinson and George William Allan, of the City of Toronto, in the County of York and Province of Canada, Esquires, the Attorneys of the Canada Company, incorporated under and by virtue of an Act made and passed in the sixth year of the reign of His Majesty King George the Fourth, entitled: "An Act to enable His Majesty to grant to a Company, to be incorporated by Charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada, and to invest the said Company with certain powers and privileges, and for other purposes relating thereto," being constituted and appointed such Attorneys by virtue and in pursuance of an Act passed in the ninth year of the reign of His Majesty King George the Fourth, entitled: "An Act to alter and amend an Act for enabling His Majesty to grant to a Company, to be incorporated by Charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada," do hereby, in consideration of the sum of eighty-seven pounds ten shillings, lawful money of the Province of Canada, to us, as such Attorneys as aforesaid paid, grant and release to the Honourable Joseph Howe, of the City of Ottawa, County of Gloucester and Province aforesaid, Superintendent General of Indian Affairs, and his successors in office in that capacity, in trust for the Mississagua Indians of the Township of Alnwick, County of Northumberland and Province aforesaid, all that certain parcel or tract of land situate as follows: Composing lot eleven in the first concession of the said Township of Alnwick, containing by admeasurement two hundred acres of land, be the same more or less, and all the right title and interest of the said Canada Company to and in the same and every part thereof. To have and to hold unto the said the Honourable Joseph Howe and his successors in office as aforesaid, for ever.

IN WITNESS WHEREOF, we, the said William Benjamin Robinson and George William Allan have hereunto subscribed our hands as Attorneys of the Company, and affixed our seal of office, at the City of Toronto, in the Province of Canada, this fifth day of December, in the year of Our Lord one thousand eight hundred and seventy, in duplicate.

Signed, sealed and delivered)
in the presence of: {
ALFRED WILLSON,
HERBERT HAMILTON.

W. B. ROBINSON, [L.S.]
G. W. ALLAN. [L.S.]

APPENDIX.

ADHESION OF LAC SEUL INDIANS TO TREATY NO. 3.

LAC SEUL. 9th June, 1874.

We, the Chiefs and Councillors of Lac Seul, Seul, Trout and Sturgeon Lakes, subscribe and set our marks, that we and our followers will abide by the articles of the Treaty made and concluded with the Indians at the North West Angle of the Lake of the Woods, on the third day of October, in the year of Our Lord one thousand eight hundred and seventy-three, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, Hon. Alexander Morris, Lieutenant Governor of Manitoba and the North-West Territories, Joseph Albert N. Provencher, and Simon J. Dawson, of the one part, and the Saulteaux tribes of Ojibewas Indians, inhabitants of the country as defined by the Treaty aforesaid.

IN WITNESS WHEREOF, Her Majesty's Indian Agent and the Chiefs and Councillors have hereto set their hands at Lac Seul, on the 9th day of June, 1874.

(Signed) R. J. N. PITHER, *Indian Agent*.
JOHN CROMARTY, his x mark,
Chief.

ACKEMENCE, his x mark.
MAINEETAINEQUIRE, his x mark.
NAH-KEE-JECKWAHE, his x mark,
Councillors.

The whole Treaty explained by R. J. N. PITHER.

Witnesses:

(Signed) JAMES MCKENZIE.
LOUIS KITTSO.
his
NICHOLAS x CHATELANE.
mark.

C A N A D A

INDIAN TREATIES AND SURRENDERS

FROM 1680 TO 1890

IN TWO VOLUMES

VOL. II.



OTTAWA

PRINTED BY S. E. DAWSON PRINTER TO THE KING'S MOST
EXCELLENT MAJESTY

1905

KNOW ALL MEN BY THESE PRESENTS that we the undersigned Chiefs and Principal Men of the Band of Indians owning the Garden River Indian Reserve, in the Province of Ontario and Dominion of Canada, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those several portions of land forming part of said Garden River Indian Reserve, and which portions of the said Garden River Reserve may be known and described as follows—that is to say :

Firstly :—That parcel of land lying parallel with, and about a mile north of St. Mary River, and enclosed in the territory bounded on the east by Echo River and on the west by Garden River, containing four hundred acres, with right of way from the location to the banks of St. Mary River, together with reasonable dock and shipping privilege.

Secondly :—Commencing at a point about sixty chains north of the St. Mary River and on a line with the east line of fence of Chief Augustin's garden, and running north far enough to take in the first range of hills north of the St. Mary River, thence running due east, thence due south, thence due west to the place of beginning, containing four hundred acres.

Thirdly :—Commencing at a point fifty chains north of the St. Mary River, and running north on a line with the east line of the tract of land described.

Fourthly :—Thence due north far enough to take in the first range of hills north of the St. Mary River, thence due east, thence due south, thence due west to the place of beginning, containing four hundred acres.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of land as above described, in trust to sell and convey the same, and upon such terms as the Government of the Dominion of Canada shall or may deem most conducive to the interest of us the said Chiefs and Principal Men and our people in all time to come.

And upon the further condition that the monies received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come forever.

And we the said Chiefs and Principal Men of the Band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the Government of this Dominion of Canada may do, or cause to be lawfully done, in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we the said Chiefs and Principal Men, have set our hand and have affixed our seals unto this Instrument at Garden River Indian Reserve, in the said Province of Ontario and Dominion of Canada aforesaid, this twenty-fifth day of November, in the year of Our Lord one thousand eight hundred and seventy-four.

his
AUGUSTIN X SHINGWACK, [L.S.]
mark.

his
PEQUETCHENENE X [L.S.]
mark.

his
GEORGE X SHINGWACK, [L.S.]
mark.

his
PETER X BELL, [L.S.]
mark.

his
JOSEPH X BELL, [L.S.]
mark.

his
FRANÇOIS X RECOLLECT, [L.S.]
mark.

his
MICHELLE X CADOTTE, [L.S.]
mark.

his
FRANK X PERRAULT, [L.S.]
mark.

NAHQVIN JIZIK, X his mark.	[L.S.]	MICHELLE X OBEQUOCK, his mark.	[L.S.]
SHEBAHKIZIK, X his mark.	[L.S.]	JOSEPH X LISAGE, JR., his mark.	[L.S.]
JOHN X WEGWOOS, his mark.	[L.S.]	LOUISSAENT X SAYER, his mark.	[L.S.]
MIZIGUN, X his mark.	[L.S.]	JOACHIM X BIRON, his mark.	[L.S.]
JARIUS AMGISTER, his mark.	[L.S.]	THEOPHILE X BOISSINAULT, his mark.	[L.S.]
LOUISSON SHINGWACK, his mark.	[L.S.]	CHARLES BIRON, his mark.	[L.S.]
PETER X JONES, his mark.	[L.S.]	JOSEPH X BIRON, his mark.	[L.S.]
WILLIAM X SHEBAHKIZIK, his mark.	[L.S.]	FRANÇOIS X BOISSINAULT, his mark.	[L.S.]

Having been first read and explained,
signed, sealed, and delivered in the
presence of:

WM. VAN ABBOTT,
Indian Agent, Sault Ste. Marie

And we hereby, on oath, certify before the Honorable Walter McCrea, Judge of Her Majesty's District Court for the District of Algoma, Province of Ontario and Dominion of Canada aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and Principal Men of the Band of Indians therein mentioned, assembled at a meeting of such Band and tribe summoned for that purpose, and who were entitled to vote thereat.

WM. VAN ABBOTT,
his
AUGUSTIN X SHINGWACK.
mark.

Sworn before me at Sault Ste. Marie in
the District of Algoma and Province
of Ontario, this twenty-sixth day of
November, in the year of Our Lord
one thousand eight hundred and seven
ty-four.

WALTER MCCREA,
Judge, District of Algoma.

Recorded 18th February, 1875. Liber S., Folio 215.

R. W. SCOTT,
Secretary of State and Registrar General of Canada.

No. 141.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Chiefs and Warriors of the Wyandott Indians of Anderdon, being a majority of members of the said Wyandott Indians of Anderdon, for ourselves and for and on the behalf of the whole of the members of the said Wyandott Indians, do hereby remise, release, surrender, quit claim and yield up, unto Our Sovereign Lady the Queen, Her successors and assigns forever, all and singular that certain parcel or tract of land and territory, situated on the River Detroit, in the Township of Anderdon, in the County of Essex and Province of Ontario, known as "Little Turkey Island," together with all the appurtenances thereunto belonging.

TO HAVE and TO HOLD the same, unto Her Majesty Our Sovereign Lady the Queen, Her successors and assigns forever, in trust, nevertheless, to sell and convey the same, at the best price, and upon such terms as may appear most conducive to the interests of the said Wyandott Indians, and to invest the proceeds arising therefrom on the best possible terms and rate of interest, on the behalf and for the benefit of the said Wyandott Indians and their descendants.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this twenty-seventh day of November, in the year of Our Lord one thousand eight hundred and seventy-four.

Signed, sealed and delivered
in the presence of
ROBT. MACKENZIE, V.S. & C.
S. WHITE.

JOSEPH X WHITE, Chief,	[L.S.]
ALEX. CLARK,	[L.S.]
JOSEPH WARROW,	[L.S.]
JAMES CLARK,	[L.S.]
THOS. B. WHITE,	[L.S.]
PETER D. CLARK,	[L.S.]
THOMAS WARROW,	[L.S.]
JOSEPH CLARK,	[L.S.]
S. WHITE,	[L.S.]
RANDOLPH CLARK,	[L.S.]
PETER WHITE,	[L.S.]
ISRAEL J. SPLITLOG,	[L.S.]
JOSEPH J. CLARK,	[L.S.]

WE, Robert Mackenzie, Visiting Superintendent and Commissioner, and Solomon White, one of the Chiefs of the Wyandott Indians of Anderdon, hereby certify that the above surrender was freely assented to by a large majority of the said Band of Indians present at a Council summoned for that purpose, on the day of the date above expressed.

Taken and sworn before me at Sandwich,
in the County of Essex, this 28th day
of November, A.D., 1874,
G. W. LEGGATT,
Co. Essex.

ROBT. MACKENZIE, V.S. & C.
S. WHITE

Recorded 12th February, 1875.

Lib. S. Folio 211.

R. W. SCOTT,

Secretary of State and Registrar-General of Canada.

No. 142.

THIS INDENTURE made this seventh day of December, in the year of Our Lord one thousand eight hundred and seventy-four, between William Ives, of the town and County of Pictou, in the Province of Nova Scotia, merchant, and Christianna Ives, his wife, of the one part, and Her Majesty Queen Victoria, represented herein by the Minister of the Interior of the Dominion of Canada, of the other part.

WHEREAS, Her said Majesty Queen Victoria, represented as aforesaid, has agreed with the said William Ives to purchase the lot of land hereinafter described for the use and benefit of the Micmac Indians in the County of Pictou aforesaid, for the price or sum hereinafter mentioned.

NOW THEREFORE, this Indenture witnesseth that the said William Ives and Christianna Ives his wife, in consideration of the sum of one thousand one hundred and fifty-seven dollars of lawful money of Canada to the said William Ives, in hand well

and truly paid by Her said Majesty, represented herein as aforesaid, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have and each of them hath granted, bargained, sold, aliened, enfeoffed, released, remised, conveyed and confirmed, and by these presents do and each of them doth grant, bargain, sell, alien, enfeoff, release, remise, convey and confirm unto Her Majesty Queen Victoria, represented as aforesaid, Her heirs and successors.

All that certain lot and piece of land situate, lying and being at Fisher's Grant, in the said County of Pictou, and described as follows, that is to say :—

Beginning on the north shore of Boat Harbour, at the south-east corner of lands owned by James G. Sproull, and running thence north thirty-seven degrees forty-five minutes west by the magnet of June, 1873, along the east line of said Sproull's land seventy-four chains, thence north fifty-two degrees fifteen minutes east by the magnet aforesaid, along the south line of lands owned by the said William Ives, eleven chains and thirty-five links to the west line of Edwin Sproull's land, thence south thirty-seven degrees and forty-five minutes east by the magnet aforesaid, along the last mentioned line and west line of lands owned by James G. Sproull aforesaid and William Powell the elder sixty-one chains and eighty-five links to the waters of Boat Harbour aforesaid, thence south-eastwardly, southwardly and westwardly, and by the various courses of the shore of said Boat Harbour to the place of beginning, containing eighty-nine acres, more or less.

Together with all and singular the houses, outhouses, barns, buildings, ways, waters, watercourses, easements, privileges and appurtenances to the same, belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, claim, property and demand, both at law and in equity of them, the said William Ives and Christianna Ives, his wife, of, in, to or out of the same or any part thereof,

To have and to hold the said land and premises with the appurtenances and every part thereof unto Her said Majesty Queen Victoria, represented as aforesaid, Her heirs and successors, to Her and their sole use, benefit, and behoof forever.

And the said William Ives doth hereby for himself, his heirs, executors and administrators, grant, covenant, promise, and agree to and with Her said Majesty Queen Victoria, represented as aforesaid, Her heirs and successors, in manner following, that is to say :

That it shall and may be lawful for Her said Majesty, represented as aforesaid, Her heirs and successors, from time to time and at all times hereafter, peaceably and quietly to enter into the said land and premises, and to have, hold, occupy, possess and enjoy the same without the lawful let, suit, hindrance, eviction, denial or disturbance of, from or by the said William Ives or Christianna Ives, his wife, or any person or persons whomsoever lawfully claiming or to claim the same.

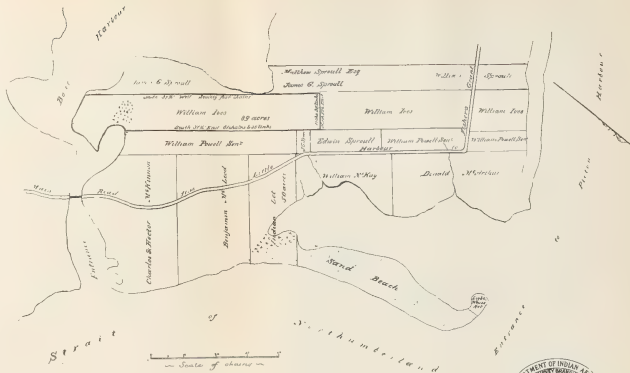
And also, that the said William Ives and Christianna Ives, his wife, or one of them, have a good, sure, perfect and indefeasible estate of inheritance in fee simple in the said land and premises, and have good right, full power and lawful authority to sell and convey the same in manner and form as they are hereby sold and conveyed or mentioned, or intended so to be.

And lastly, that the said William Ives and his heirs, the said land and premises, and every part thereof, unto Her said Majesty Queen Victoria, represented as aforesaid, Her heirs and successors, against the lawful claims of all persons whomsoever, shall and will by these presents warrant and forever defend :

IN WITNESS WHEREOF, the parties to these presents have hereto their hands and seals set and affixed on the day and year first above written.

Signed, sealed and delivered)
in presence of {
DANIEL F. IVES, {
G. H. ELLIOTT. }

WILLIAM IVES, [L.S.]
CHRISTIANNA IVES, [L.S.]



Pictou N. S.

4th June 1873

($\mathcal{H}_T = \text{red}$)

L. A. H. H.

Land Surveyor

PROVINCE OF NOVA SCOTIA, }
 HALIFAX, S.S. }

Be it remembered that on this seventh day of December, one thousand eight hundred and seventy-four, before me the subscriber personally came and appeared Christianna Ives, wife of William Ives, mentioned in the foregoing Indenture, who having been by me examined separate and apart from her said husband, did declare and acknowledge that she executed the said Indenture as and for her act and deed without fear, threat or compulsion, of, from or by her said husband, and for a full release of all her claims to the land therein described.

G. H. ELLIOT,
Barrister and Notary Public.

Recorded 3rd March, 1875.

Lib. S. Folio. 217.

R. W. SCOTT,

Secretary of State and Registrar General of Canada.

No. 143.

KNOW ALL MEN BY THESE PRESENTS that we, the Chiefs, Principal Men and Warriors of the Chippewa Indians, of Sarnia, owning and residing on the Indian Reserve at Sarnia, being this day assembled with our people in general council, and acting for and on behalf of the whole membership of our said Band, and with the free consent of a majority thereof, as expressed in our said council summoned for that purpose, in presence of the Honourable the Superintendent-General of Indian Affairs and of Robert Mackenzie, our local Superintendent, have agreed to surrender and yield up, and do hereby surrender and yield up unto our Sovereign Lady the Queen, Her heirs and successors, in trust, to be sold for the benefit of ourselves and our children, all that certain portion of our said reserve, containing about one hundred and fifty-four acres, be the same more or less, which may be described as follows, namely : Lots numbers forty-five, forty-six, forty-seven, forty-eight, forty-nine and fifty of the front range of our said reserve, as shown on the map of the survey thereof made by P. S. Donnelly in the year 1855.

To THE END, that the said described piece of land, including the beach and water privileges in front of the same, may be re-surveyed and sold in such manner, and on such terms, as the Honourable the Superintendent-General of Indian Affairs may judge to be best for our advantage ; and that the proceeds of the said land, as the same may be realized, shall be properly invested, and the interest to be derived therefrom paid over to ourselves, our people and children, at the same times in each year as it is customary to pay our annuity and interest monies. SUBJECT, NEVERTHELESS, to the following stipulations and conditions, namely : That the improvements, rents and other advantages of the present occupants of all the above-described lots of land shall be faithfully valued, and the full and fair value of the same, together with all necessary and reasonable expenses of removal, paid to the said occupants, their heirs or assigns, or invested for their benefit in providing new dwellings and other necessary improvements on other portions of the said reserve to be allotted to the said parties, in lieu of the lands to be by them vacated. AND FURTHER, that fair compensation for any improvements made by other parties on lots on which it may be found desirable to locate the parties to be removed shall be granted. All to be paid from the proceeds of the sale of the above surrendered lands ; and also that from and out of the first monies to be received for the sale of the said lands there shall be a distribution made of four dollars to each individual member of the Band.

IN WITNESS to all which covenants and conditions, we the said Chiefs, Principal Men, and Warriors, have set our hands and seals to this surrender, executed in duplicate, and dated at Sarnia, in the County of Lambton, Province of Ontario, and

Dominion of Canada, this fourteenth day of January, in the year of Our Lord, one thousand eight hundred and seventy-five.

WILLIAM WAWANOSH,	[L.S.]	LUKE PAPAHEGONCE,	[L.S.]
JOHN SUMNER,	[L.S.]	ELIJAH GEORGE,	[L.S.]
NICHOLAS PLAIN, ^{his} X	[L.S.]	DANIEL NAHMABIN, ^{his} X	[L.S.]
JAMES MANASS,	[L.S.]	JOHN HALFDAY, ^{mark.} X	[L.S.]
WILSON JACOBS,	[L.S.]	JAMES HALFDAY, ^{his} X	[L.S.]
ANTOINE RODD, ^{his} SR., X	[L.S.]	WILLIAM JACKSON,	[L.S.]
ANDREW NEYESHECK, ^{mark.} X	[L.S.]	JAMES PLAIN,	[L.S.]
GEORGE ASHQUAQUONABY, ^{his} X	[L.S.]	PETER MENASS, ^{his} X	[L.S.]
THOMAS NAYAHMEHQUODT, ^{mark.} X	[L.S.]	MOSES HENRY, ^{mark.} X	[L.S.]
JOHN KABAYAH, ^{his} X	[L.S.]	JOHN WALKER, ^{his} X	[L.S.]
DANIEL PELAHNA, ^{mark.} X	[L.S.]	WILLIAM JACOBS,	[L.S.]
JOSIAH WILLIAMS, ^{his} X	[L.S.]	FRANCIS ROGERS,	[L.S.]
ALBERT RODD, ^{mark.} X	[L.S.]	SOLOMON NAGESHIG,	[L.S.]
JOHN THOMAS, ^{his} X	[L.S.]	ROBERT ISAAC,	[L.S.]
ALEX. R. NUWANG,	[L.S.]	BENJAMIN WHITE,	[L.S.]
PETER GRAY, ^{mark.} X	[L.S.]	WILLIAM SHABENAI, ^{his} X	[L.S.]
WM. KACHENODING, ^{mark.} X	[L.S.]	SOLOMON JACKSON, ^{mark.} X	[L.S.]
WILLIAM COLLROLL, ^{his} X	[L.S.]	ELIJAH DAVID, ^{his} X	[L.S.]
JABEZ NAHMABIN, ^{mark.} X	[L.S.]	PAUL RODD, ^{mark.} X	[L.S.]
HENRY OLIVER, ^{his} X	[L.S.]	SOLOMON ADAM, ^{mark.} X	[L.S.]
ISAAC STONE, ^{mark.} X	[L.S.]	PETER WILLIAMS, ^{his} X	[L.S.]
JABEZ JACKSON,	[L.S.]	JOSEPH PEPESEDA, ^{mark.} X	[L.S.]
JNO. NAYAUNQUODT,	[L.S.]	FRANCIS COLLROLL, ^{his} X	[L.S.]
		JACOB MADWAYAH, ^{mark.} X	[L.S.]
		ALEXANDER ROGERS,	[L.S.]
		SILAS WAHBEMONG,	[L.S.]
		EPHRAIM JACKSON,	[L.S.]
		PETER RODD,	[L.S.]
		JAMES MANASS, JR.,	[L.S.]
		JOHN WILLIAMS, ^{his} X	[L.S.]
			mark.

Signed and sealed in the }
 presence of }
 DAVID LAIRD, *Minister of Interior.*
 ROBT. MACKENZIE, *V. Supt. and Comr.*

We, Robert Mackenzie, Local Superintendent and Commissioner, and William Wawanosh, Chief and Interpreter to the Chippewa Indians of Sarnia, do hereby affirm and certify that the following surrender was freely assented to at a full general council of the said Band, summoned for that purpose on the date therein mentioned, and that the said assent was given all but unanimously, there being but six dissenters therefrom.

ROBT. MACKENZIE, V.S. & C.
WILLIAM WAWANOSH.

Sworn before me at the Town of Sarnia,
in the County of Lambton, this
fifteenth day of January, A.D., 1875.

CHARLES ROBINSON,
Judge County Court,
County of Lambton.

Recorded 18th February, 1875.

Liber S, Folio 212.

R. W. SCOTT, *Secretary of State and Registrar General of Canada.*

No. 144.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chiefs, Principal Men and Warriors of the Chippewa and Pottowatomic Indians of Walpole Island, being this day assembled in our council house to the number of about two hundred, in presence of our Visiting Superintendent, have agreed to surrender, and do hereby surrender and yield up unto our Sovereign Lady the Queen, Her successors and assigns, all that certain portion of land and marsh, forming the lower or southern portion of our said island, which may be described as follows, namely: All that is bounded on the west by the St. Clair River, on the east by the Shewetagan Creek or Channel, and on the south by the Lake St. Clair, which portion is commonly known as Squirrel Island; thence from the southern mouth of the Shewetagan Channel or Creek along the shore to the mouth of Johnson's Lake, and thence in a northerly direction to Goose Lake; from thence westerly along the eastern edge of the swamp or marsh known as Grassy Bend until Shewetagan Channel is reached.

To THE END that the said described territory may be leased for sporting or shooting purposes, to such persons, and on such terms as the Honourable the Superintendent-General of Indian Affairs for the Dominion of Canada may consider to be most for our benefit and advantage, and the preservation of our game from unlicensed trespassers—conditional, however, on the full reservation to ourselves and our people of the right to trap muskrat and take fish over the said described territory.

And also, that the rental to be derived from the leasing of the same shall be distributed to us and our people, semi-annually, as an addition to our ordinary annuity and interest monies, in the following manner and proportion, namely: Three-fourths to the Chippewas and one-fourth to the Pottowatomies of this Island.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Walpole Island, this seventeenth day of June, in the year of Our Lord one thousand eight hundred and seventy-five.

CHARLES KIYOSHK,
ALEX. JOHNSON, X
JOSEPH KOWSOD, X
JACOB KIYOSHK, X
PETME-GE-SHIG, X
J. G. BIRD, X

JOSEPH ISAAC, X
OHAWAY, X
PADAHGOSHING, X
NAHNAHQUA, X
MASHKEYAH, X
QUEESHQUAH, X

SOLOMON PATTASUG, X
 GEORGE NAGGS, X
 JAMES OSAHGEE, X
 EDWARD NAKDEE, X
 JOHN CHAWMIEE, X
 A. G. HEMY, X
 WAZAHWEGONABY, X
 PSWAMOO, X
 JAMES PAHDAKOUNG, X
 THOS. ENEME KEEORCE, X
 TAKOOSE, X
 SHAWANOONCE, X
 WAMITEGOZHEENS, X
 ALEXANDER GREENBIRD, X
 JOSEPH AH-DUN, X
 JAMES PENASHEENS, X
 WEEHOO, X
 JOHN RILEY, X
 CHARLES NADIN, X
 JOHN PENANCE, X
 JACOB NAWINDAUSING, X
 JOHN DAKAIBUN, X
 HAGONABE, X
 JOHN PENANCE, X
 PEMAHQUADOONCE, X
 WILLIAM EDWARDS, X
 ASHIKEEPEE, X

JAMES SEDAH, X
 SHUHNNOO, X
 HODAH, X
 GWAHKKOHEMAH, X
 QUAQUADAHSUNG, X
 DAKONSZHA, X
 PHILIP KIYOSHK, X
 JOHN NAGGS, X
 DAVID KIYOSHK, X
 SAMUEL WHITE, X
 GOOSHKEMEG, X
 MUH-KUH-DAPENANCY, X
 JOHN MOKEWENAH, X
 JOSEPH KIYOSHK, X
 JOHN LAVON, X
 CHAHGAHBEE, X
 NAHWAKODOO, X
 OZAHVIB, X
 NANAHGAHWAH, X
 MESUK, X
 KENOOSHNAHGUN, X
 THOMAS JOHNSON, X
 ABRAHAM JAMES, X
 PEENDENWON, X
 CHEBEYAH, X
 ALEXANDER B. BIRD, X

Signed in presence of
 ANDREW JAMIESON,
 Missionary,
 & ANDREW JACOBS,
 Potawatamie School-teacher.

We, Robert Mackenzie, Visiting Superintendent and Commissioner, and Charles Kiyoshk, acting Interpreter, and one of the Chiefs of the Chippewas of Walpole Island, hereby certify that the above surrender was freely assented to by an all but unanimous vote, at a full council of the Chippewas and Pottowatomies of Walpole Island, duly summoned for the purpose expressed in the surrender on the day of the date therein expressed.

ROBT. MACKENZIE,
V. S. and Comr.

CHARLES KIYOSHK,
Councillor and Interpreter.

SWORN before me at Sarnia, in the County
 of Lambton, Province of Ontario, on
 the eighteenth day of June, A.D. 1875.
 CHARLES ROBINSON,
 Judge County Court,
 County of Lambton.

Recorded 20th September, 1875.
 Liber S., Folio 230.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

THE UNIVERSITY OF CHICAGO PRESS

No. 145.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Chiefs and Principal Men of the Band of Chippewas and Sauteux Indians, owning the reserve at St. Peter's, in the Province of Manitoba and Dominion of Canada, acting for and on behalf of our said Band, and with the free consent of a majority thereof, as expressed in council summoned for the purpose, in the presence of Joseph Alfred Norbert Provencher, Indian Commissioner, do hereby surrender and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever in trust, all that parcel or tract of land in that part of the reserve situated on the south end of the Parish of St. Peter's, on the east side of the Red River, comprising the lots as shown on the plan of the said Parish of St. Peter's, being numbers 236, 237, 238, 239, 240, 241, 242, 243, 244, 245 and 246, inclusive, according to the tracing annexed to the present transfer, or so much of the said tract of land that forms part of the said Reserve.

To have and to hold the same unto Her said Majesty, Her heirs and successors forever, all and singular that certain parcel or tract of land as above described, in trust, to be sold in such manner and on such terms as the Honourable the Superintendent-General of Indian Affairs shall or may deem to be most conducive to the interests of us, the said Chiefs and Principal Men, and our people in all time to come.

And upon the further condition that the monies received from the sale thereof shall, after deducting the usual proportion for expenses of management, be properly invested, and the interest money accruing therefrom shall be paid to us and our descendants in all time to come, in such a manner and at such times as the Superintendent-General of Indian Affairs may direct.

And we, the said Chiefs and Principal Men of the Band aforesaid do, on behalf of our people, and for ourselves, hereby ratify and confirm whatever the Honourable the Superintendent-General of Indian Affairs may do, or cause to be lawfully done in connection with the disposal and sale of the said above described lands.

IN WITNESS WHEREOF, we the said Chiefs and Principal Men have set our hands and seals unto this Instrument at the Parish of St. Peter's, in the said Province of Manitoba and Dominion of Canada, this seventh day of August, in the year of Our Lord one thousand eight hundred and seventy-five.

Executed and signed in presence of }
J. A. N. PROVENCHER, }
Indian Commissioner. }
JAMES F. GRAHAM. }

HENRY PRINCE, Chief, ^{his} x [L.S.]
mark.

MA-KWA-KA-KE-KE-TOOK, ^{his} x [L.S.]
mark.

JOHN PRINCE, ^{his} x [L.S.]
mark.

MA-KE-ME-WE-KEM. ^{his} x [L.S.]
mark.

And we, Joseph Alfred Norbert Provencher, Indian Commissioner, and Henry Prince, Chief, do hereby affirm and certify that the foregoing surrender was assented to by a majority of the Chiefs of the said Band of Indians, assembled at a meeting of the said Band summoned for that purpose.

J. A. N. PROVENCHER,
Indian Commissioner.

Sworn before me at Winnipeg, in the }
District of Selkirk, and Province of }
Manitoba, this eleventh day of }
August, in the year of Our Lord }
one thousand eight hundred and }
seventy-five. }

^{his}
HENRY x PRINCE.
mark.

J. DUBUC,

A Commissioner for receiving Affidavits in and for the Courts of Manitoba.

Sworn before me at Winnipeg, in the
 County of Selkirk, in the Province of
 Manitoba, this twenty-second day of
 September, in the year of Our Lord
 eighteen hundred and seventy-five. }

J. C. McKEAGNEY,

Judge, Court Q. B., Manitoba.

Recorded 2nd November, 1875. }
 Liber S., Folio 243. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 146.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Chief and Warriors of the Wyandott Indians of Anderdon, forming and being a large majority of the male members of the said Band of Indians, being this day assembled in council according to the rules of our Band, in presence of the Honourable the Superintendent-General of Indian Affairs and of our local Visiting Superintendent, and acting for and on behalf of ourselves, and for all the other members of our said Band, have agreed to surrender, and do hereby surrender and yield up, and release unto Our Sovereign Lady the Queen, Her heirs and successors, all those certain parcels, or tracts of land, being composed of a portion of Block B, of our reserved lands, in the Township of Anderdon, in the County of Essex and Province of Ontario, known and described as follows, that is to say : Lots numbers six, seven, eight, nine, and the south half of ten, in the sixth concession ; lots numbers six, seven, eight, nine, and the south half of ten, in the seventh concession, and lots numbers six, seven, eight, nine, and the south half of ten, in the eighth concession of the said Township of Anderdon, containing in all two thousand and seven hundred acres, be the same more or less, together with all the appurtenances thereto belonging.

To have and to hold the same unto and to the use of Our Sovereign Lady the Queen, her Heirs and successors; in trust, nevertheless, to the end and intent that the said lands may be surveyed and sold on the best terms obtainable, with the most convenient speed practicable, and that the monies or proceeds to be derived from the sale thereof shall or may be invested and applied for the benefit of ourselves, our people and descendants, or in such manner as may hereafter be agreed upon between ourselves and the Honourable Superintendent-General of Indian Affairs for the time being, and subject to the condition that a bonus of one hundred dollars shall be paid to each member of our said Band out of the first monies to be received from the sale of the said lands.

IN WITNESS WHEREOF, we the said Chief and Warriors have hereunto set our hands and seals, in council assembled as aforesaid, at our Council House, in our said reserve, this twentieth day of August, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed, sealed and delivered in the
 presence of

DAVID LAIRD,
Supt. General.

ROBT. MACKENZIE,
V. S. and C.

WM. MCGREGOR, M.P.,
Co. Essex.

his	
JOSEPH X WHITE, Chief,	[L.S.]
mark and seal	
ALEX. CLARK,	[L.S.]
JOSEPH WARROW,	[L.S.]
JOSEPH CLARKE,	[L.S.]
S. WHITE,	[L.S.]
THOS. B. WHITE,	[L.S.]
RANDOLPH CLARKE,	[L.S.]
ALEX. CLARKE, SR.,	[L.S.]

THOMAS M. WARROW,	[L.S.]
JOSEPH I. WHITE, JR.,	[L.S.]
PETER WHITE,	[L.S.]
ISRAEL J. SPLITLOG,	[L.S.]
LEWIS WARROW,	[L.S.]
JOSEPH J. CLARKE,	[L.S.]
his	
WILLIAM X HUNT,	[L.S.]
mark and seal.	
ALEXANDER WHITE,	[L.S.]

We, Robert McKenzie, Visiting Superintendent and Commissioner, appointed to receive the surrender above expressed, and Solomon White, one of the chief members of the Wyandott Indians, and entitled to vote at their councils, hereby certify that the aforesaid surrender was freely assented to by a large majority of the said Band of Indians, at a council specially summoned for that purpose, in accordance with the Act 31 Vic., cap. 42, sec. 8.

ROBT. MACKENZIE,
V.S. and Comr.
S. WHITE.

Sworn and subscribed before me }
this 21st day of August, 1875, }
at Sandwich.
G. W. LEGGATT,
Judge Essex.

Recorded 21st September, 1875, }
Lib. S., Folio 232. }
L. A. CATELLIER,
Deputy Registrar General of Canada.

No. 147.

SURRENDER by the Chief and Band of the Ojibway Indians, residing on the Rama Reserve, in the County of Ontario, Province of Ontario and Dominion of Canada, to Her Majesty Queen Victoria, of certain portions of their land in the said Rama Reserve, for railway purposes, described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Chief and Principal Men of the Rama Band of Ojibway Indians resident on our reserve at Rama, in the County of Ontario, Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever,—

ALL AND SINGULAR those certain parcels or tracts of land, situated, lying and being in the said Rama Reserve, in the Township of Rama, in the County of Ontario, in the Province of Ontario and Dominion of Canada aforesaid, being composed of parts of lots numbers five, six, seven, eight and nine and ten in the front range of lots on Lake Couchiching, in the said Township of Rama, commencing at the point of intersection of the centre line of the Toronto, Simcoe and Muskoka Junction Railway with the division line between lots numbers four and five in the front range of lots on Lake Couchiching in said Township of Rama, which said intersection is distant, westerly, two thousand and seventy-five feet, more or less, measured along the said division line from the westerly limit of the road allowance in rear of said lots fronting on Lake Couchiching in the said Township of Rama.

Thence along the centre line of said railway on a course north six degrees and thirty minutes east, two thousand two hundred and ninety feet, with a width of sixty-six feet; thence still along the said centre line of said railway on the same course

five hundred feet, with a width of eighty feet; thence still along the said centre line of said railway on the same course two thousand and eighty feet, more or less, with a width of sixty-six feet, to the intersection of the division line between lots numbers ten and eleven in the said range of lots on Lake Couchiching, which said intersection is distant westerly two thousand five hundred and eighty feet, more or less, measured along the said division line from the westerly limit of the allowance for road in rear of said range of lots, saving and excepting from the herein described property all that portion of the road allowance between lots numbers six and seven in the said range, containing by measurement seven acres and forty-two hundredths of an acre, be the same more or less.

Also of parts of lots numbers sixteen and seventeen in front range of lots on Lake Couchiching, in the said Township of Rama, commencing at the point of intersection of the centre line of the Toronto, Simcoe and Muskoka Junction Railway with the division line between lots numbers sixteen and seventeen in said front range of lots on Lake Couchiching, in said Township of Rama, which said intersection is distant westerly one thousand four hundred and sixty feet more or less measured along the said division line from the westerly limit of the allowance for road in rear of said range of lots; thence along centre line of said railway north six degrees and thirty minutes, east, one thousand five hundred and forty feet, more or less, to the intersection of the division line between lots numbers seventeen and eighteen in the said range of lots, which said intersection is distant westerly three hundred and sixty feet, more or less, measured along said division line from the westerly limit of the allowance for road in rear of said range of lots with a width of three hundred feet throughout, containing by measurement ten acres and fifty-eight hundredths of an acre, be the same more or less.

Also of parts of lots numbers twenty-six and twenty-seven in front range of lots on Lake Couchiching, in said Township of Rama, commencing at the point of intersection of the centre line of the Toronto, Simcoe and Muskoka Junction Railway with the division line between lots numbers twenty-five and twenty-six in the front range of lots on Lake Couchiching in said Township of Rama, which said intersection is distant westerly twelve hundred and twenty-five feet, more or less, measured along the said division line from the water's edge of Lake St. John; thence along the centre line of said railway on a course north five degrees east, fifteen hundred and forty-four feet, more or less, to the intersection of the division line between lots numbers twenty-seven and twenty-eight in the said range of lots which said intersection is distant westerly fourteen hundred and fifty feet, more or less, measured along the said division line from the water's edge of Lake St. John, with a width of sixty-six feet throughout, containing by measurement two acres and thirty-four hundredths of an acre, be the same more or less.

Also of parts of lots numbers thirty-two and thirty-three in front range of lots on Lake Couchiching, in the said Township of Rama, commencing at the point of intersection of the centre line of the Toronto, Simcoe and Muskoka Junction Railway with the division line between lots numbers thirty-one and thirty-two in the front range of lots on Lake Couchiching, in said Township of Rama, which said intersection is distant easterly, six hundred and ninety feet, more or less, measured along the said division line from the water's edge of Lake Couchiching; thence along the centre line of said railway on a course north five degrees east, one hundred feet with a width of one hundred feet, thence still along the centre line of said railway on the same course seven hundred and seven feet with a width of sixty-six feet to the beginning of a curve; thence still along the centre line of said railway in a curve of eight thousand five hundred and ninety-four feet radius, curving to the right seven hundred and twenty-five feet, more or less, to the intersection of the division line between lots numbers thirty-three and thirty-four in said range of lots, being at or near the termination of said curve, which said intersection is distant easterly eleven hundred and eighty feet, more or less, measured along the said division line from the water's edge of Lake Couchiching, containing by measurement two acres and thirty-nine hundredths of an acre, be the same more or less.

Also of part of lot number forty-two in the front range of lots on Lake Couchiching, in the Township of Rama aforesaid.

Commencing at the point of intersection of the centre line of the said Toronto, Simcoe and Muskoka Junction Railway, with the division line between lots numbers forty-one and forty-two in the front range of lots on Lake Couchiching, in the said Township of Rama, which said intersection is distant easterly two hundred and sixty feet more or less, measured along said division line from the water's edge of Lake Couchiching; thence along the centre line of said railway on a course north fifteen degrees east, eight hundred and twenty feet more or less, to the intersection of the southern limit of the road allowance between lots numbers forty-two and forty-three, which said intersection is distant easterly three hundred and ten feet, more or less, measured along said limit of said road allowance from the water's edge of Lake Couchiching, with a width of sixty-six feet throughout containing by measurement one acre and twenty-four hundredths of an acre, be the same more or less.

And also of a part of lot number forty-six fronting on Lake Couchiching in the said township, better known and described as a strip of land sixty-six feet wide (as shewn on a plan of the Northern Extension Railway (Muskoka Branch), filed in the office of the Provincial Secretary of Ontario). The line in the centre of which strip may be described as follows, that is to say : Commencing at the intersection of the southerly limit of said lot with centre of the present located line of the Northern Extension Railway (Muskoka Branch); thence northerly following the course of the said centre line on a curve of three thousand one hundred and twenty-five feet radius, four hundred and ten feet, more or less, to the southerly limit of a road allowance reserved in the original grant from the Crown, and containing by admeasurement sixty-two hundredths of an acre, be the same more or less.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell and convey the same to such person or persons, and upon such terms as the Government of this Dominion may deem most conducive to the interests of us, the said Chief and Principal Men, and our people in all time to come.

And upon the further condition that the moneys received for the sale thereof shall, after deducting the usual expense of management, be placed at interest, and the interest money accruing from such investments, shall be paid annually or semi-annually to us and our descendants.

And we the said Chief and Principal Men of the Rama Band of Ojibway Indians aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm whatever the Government of the said Dominion may do or cause to be lawfully done in connection with the disposal and sale of said land.

IN WITNESS WHEREOF, we, the said Chief and Principal Men, have set our hands and affixed our seals unto this instrument in the year and place stated below.

Done at Rama, this twenty-sixth day of August, in the year of Our Lord one thousand eight hundred and seventy-three.

Signed, sealed and delivered in presence
of us, having been first read and interpreted:

WILLIAM PLUMMER,
*Visiting Supt. and Comr.
Indian Affairs.*

W. WEAKE,
Missionary.

J. B. NANEGESHKUNG, Chief [L.S.]

PETER JACOBS, [L.S.]

ISAAC YELLOWHEAD, [L.S.]

JOHN SIMCOE, JR., X [L.S.]

MICHAEL ST. GERMAIN, [L.S.]

JOHN WILLIAMS, [L.S.]

JOHN YOUNG, [L.S.]

GILBERT WILLIAMS, [L.S.]

WILLIAM SNAKE, X [L.S.]

JOSEPH ST. GERMAIN, [L.S.]

Dominion of Canada, Province }
 of Ontario, County of Ontario. }
 To Wit :

Personally appeared before me William Plummer, of the city of Toronto, in the said Province, Visiting Superintendent of Indian Affairs, and Joseph Benson Naningeshkung, of the Township of Rama, in the County and Province aforesaid, the Chief of the Rama Band of Indians, who being duly sworn, severally depose and say,

1st. The Said William Plummer for himself saith that the annexed Release or Surrender was assented to by the said Joseph Benson Naningeshkung, he being the only Chief of the said Tribe or body of Indians, assembled at a meeting or council of the Tribe summoned for that purpose.

2nd. That the meeting or council was held in his presence ; and he heard such assent given.

3rd. That he was duly authorized to attend such council by the Minister of the Interior.

And the said Joseph Benson Naningeshkung for himself saith :

1st. That he is a Chief and the only Chief of the Rama Band of Indians, and was entitled to vote at the Council or meeting above mentioned.

2nd. That the annexed release or surrender has been assented to by him.

3rd. That such assent was given at a meeting or council summoned for that purpose, at which he was present, and also the other deponent, William Plummer.

WILLIAM PLUMMER.
 J. B. NANEGESHKUNG.

Sworn before me by the said deponents, }
 William Plummer and Joseph Benson }
 Naningeshkung, this 27th day of August, 1873. }

J. N. S. ROBT. GOWAN,
Senior Judge, Co. Simcoe.

Recorded 1st October, 1875.

Liber S, Folio 234.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 148.

To His Excellency Lieutenant-General Sir John Colborne, G.C.B., G.C.H., Governor General, &c., &c., &c.

Report of a Committee of the Executive Council. Present : the Honorable Mr. Stewart in the Chair ; Mr. Cochran, Mr. Sheppard and Mr. Daly ; on Your Excellency's reference of the Petition from Mr. McNab and Mr. C. D. Morson relative to Kettle Island, leased by them from the Indians.

Approved,
 J. COLBORNE.

MAY IT PLEASE YOUR EXCELLENCY :

The Committee, having taken into consideration the petition of Mr. McNab and Mr. C. D. Morson, they are humbly of opinion that the lease for Ninety-nine years of Kettle Island, granted in the year 1818 by certain Indian Chiefs to one Eleazar Gillson, and latterly acquired by the petitioners, is null and void, inasmuch as the Indians have no right to grant Leases or dispose of the Lands situated within their ancient hunting grounds.

In support of the claim of the petitioners they state that Lord Dalhousie, then Governor-in-Chief, in declaring that "the Indian leases are good for nothing" had

added that Mr. Gillson will not be disturbed in his hold of them; but the Committee do not think that this promise can be construed to permit Mr. Gillson to dispose of a lease which was stated to be good for nothing.

The Committee would, nevertheless, under the circumstances of the case, recommend the petitioners to the favourable consideration of Your Excellency, and that some compensation may be made to them from the rent which may hereafter be received for Kettle Island, or from such other funds arising from Indian leases on the Ottawa as may be at the disposal of Your Excellency.

The Committee, however, are likewise of opinion that the leases lately given of this island by an Officer of the Indian Department to certain occupants is equally irregular and invalid, and that the island should be considered and treated as a part of the waste lands of the Crown, and all intruders ousted who have not a title from the Crown.

In considering the foregoing petition, together with the reports thereon of the Indian Department, the Committee have been led to have reference to an approval Report of Council, dated 13th June, 1837, which enters at great length into the management, affairs and territorial claims of the Indian tribes resident in Lower Canada, and from which the following extract is submitted for Your Excellency's information :—

“The Iroquois, Algonquins and the Nipissingues, collected under the spiritual care of the priests of the Seminary of Montreal at the Lake of the Two Mountains, and forming altogether a population of 864 souls, have no land in their actual possession, except about 260 acres of sterile soil, which they occupy by permission of the Seminary, the possessors of the seigniority.

“The circumstances of these tribes appear to the Committee to demand the peculiar attention of Government, having done good service in the field in aid of His Majesty's arms, both during the former and the late war with the United States; they are now among the most helpless and destitute of the Indians of Lower Canada. They have laid before Your Excellency a claim to be maintained in the enjoyment of the residue of their hunting grounds on the Ottawa River, not as yet comprised in settlements and townships, and to be compensated for that part which has been taken from them for those purposes by the Crown.

“The claim of these Indians (the Iroquois, Algonquins and Nipissingues of the Lake of the Two Mountains) comprises a tract of country on each side of the Ottawa River, reaching from the seigniorial grant for some hundred of miles upwards; and they ask that besides compensation for that portion of this territory which the Crown has granted away or the white population has occupied they may be protected in the enjoyment of the remainder against further encroachment or grant.

“There appears no reason to doubt that under the French Government, the hunting grounds of these nations may have covered the whole extent which they now describe, and that their right so to use it was as little disputed and as well defined as any of the territorial rights of the other Indian tribes. These petitioners now appeal to the terms of the Royal Proclamation of 1763, and it appears to the committee that as that Act of State has been considered sufficient to guarantee to the Iroquois of St. Regis the possession of their present reservation, to which it is stated that they had no other right than as part of their ancient hunting ground, the Algonquins and Nipissingue tribes may have some grounds to complain if they are deprived of the benefit of the same protection for their claims. They have brought forward their pretensions on various occasions, and it is to be inferred from some of the documents which they produce in support of their application that their right to compensation was at least in one instance distinctly admitted by Lord Dorchester.

“The Committee, however, conceive that the claims of these, and indeed of all the Indian tribes, in respect of their former territorial possessions, are at the present day to be resolved into an equitable right to be compensated for the loss of the lands

from which in former times they derived their subsistence, and which may have been taken by Government for purposes of settlement, and that the measure of such compensation should be to place and maintain them in a condition of at least equal advantage with that which they would have enjoyed in their former state. Viewing in this manner the claim now made by the tribes in question, the Committee recommend that a sufficient tract of land should be set part in the rear of the present range of townships on the Ottawa River, and that such of them as may from time to time be disposed to settle on land should be located there, and that both they and the rest of these tribes should continue to receive such support, encouragement and assistance as may supply the place of their former means of subsistence, and at the same time prepare and lead them to a state of independence of further aid.

"The Committee assumes that the Indians must continue to be as they have hitherto been; for whether under French or English dominion, they have been taught exclusively to look for paternal protection in compensation for the Rights and Independence which they have lost. Until circumstances render it expedient that they should be turned over to the Provincial Legislature and receive legislative provision and care, the Committee conceive that all arrangements with respect to them must be made under the immediate directions of Her Majesty's Government, and carried into effect under the supervision of officers appointed by it."

As the recommendations of this report tended not only to exclude the Indians from any participation in the management of their affairs, but negatived their right of property at the present day in the lands which they once held as hunting grounds, the Committee respectfully suggest that the officers of the Indian Department be instructed to act in accordance with the tenor of the aforesaid report, it appearing to have been overlooked in recent orders given by Colonel Hughes, for leasing the islands in the Ottawa River, and of which the secretary, Colonel Napier, had no knowledge.

All of which is respectfully submitted to Your Excellency's wisdom.

By order,

J. STEWART,
Chairman.

COUNCIL CHAMBERS, 17th June, 1839.

No. 149 A.

ARTICLES OF A TREATY made and concluded at Beren's River the 20th day of September, and at Norway House the 24th day of September, in the year of Our Lord one thousand eight hundred and seventy-five, between "Her Most Gracious Majesty the Queen" of Great Britain and Ireland, by Her Commissioners the Honourable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and the North-west Territories, and the Honourable James McKay, of the one part, and the *Saulteaux* and *Swampy Cree* tribes of Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs, chosen and named as hereinafter mentioned, of the other part.

WHEREAS, the Indians inhabiting the said country have, pursuant to an appointment made by the said Commissioners, been convened at meetings at Beren's River and Norway House to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and the said Indians of the other.

AND WHEREAS the said Indians have been notified and informed by Her Majesty's said Commissioners that it is the desire of Her Majesty to open up for settlement, immigration and such other purposes as to Her Majesty may seem meet, a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of Her Indian subjects inhabiting the said tract, and to make a treaty and arrange with them, so that there may be peace and good will between them and Her Majesty, and that they may know and be assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

AND WHEREAS the Indians of said tract, duly convened in council as aforesaid, and being requested by Her Majesty's said Commissioners to name certain Chiefs and Headmen who should be authorized on their behalf to conduct such negotiations and sign any treaty to be founded thereon, and to become responsible to Her Majesty for the faithful performance by their respective bands of such obligations as shall be assumed by them the said Indians, have thereupon named the following persons for that purpose, that is to say :

For the Indians within the Beren's River region and their several bands: Nah-wee-kee-sick-quah-yash, Chief ; Kah-nah-wah-kee-wee-nin and Nah-kee-quan-nay-yash, Councillors, and Pee-wah-roo-wee-nin, of Poplar River, Councillor; for the Indians within the Norway House region and their several bands: David Rundle, Chief, James Cochrane, Harry Constatag and Charles Pisequinip, Councillors ; and Ta-pas-ta-num, or Donald William Sinclair Ross, Chief, James Garrioch and Proud McKay, Councillors.

AND THEREUPON, in open council, the different bands having presented their Chiefs to the said Commissioners as the Chiefs and Headmen for the purposes aforesaid of the respective Bands of Indians inhabiting the said district hereinafter described.

AND WHEREAS the said Commissioners then and there received and acknowledged the persons so presented as Chiefs and Headmen, for the purposes aforesaid, of the respective Bands of Indians inhabiting the said district hereinafter described.

AND WHEREAS the said Commissioners have proceeded to negotiate a treaty with the said Indians, and the same has been finally agreed upon and concluded as follows, that is to say :

The Saulteaux and Swampy Cree Tribes of Indians and all other the Indians inhabiting the district hereinafter described and defined, do hereby cede, release, surrender and yield up to the Government of the Dominion of Canada, for Her Majesty the Queen and Her successors for ever, all their rights, titles and privileges whatsoever to the lands included within the following limits, that is to say :

Commencing at the north corner or junction of Treaties Nos. 1 and 3; thence easterly along the boundary of Treaty No. 3 to the "Height of Land," at the north-east corner of the said treaty limits, a point dividing the waters of the Albany and Winnipeg Rivers; thence due north along the said "Height of Land" to a point intersected by the 53° of north latitude; and thence north-westerly to "Favourable Lake"; thence following the east shore of said lake to its northern limit; thence north-westerly to the north end of Lake Winnipegosis; thence westerly to the "Height of Land" called "Robinson's Portage"; thence north-westerly to the east end of "Cross Lake"; thence north-westerly crossing "Foxes Lake"; thence north-westerly to the north end of "Split Lake"; thence south-westerly to "Pipestone Lake," on "Burntwood River"; thence south-westerly to the western point of "John Scott's Lake"; thence south-westerly to the north shore of "Beaver Lake"; thence south-westerly to the west end of "Cumberland Lake"; thence due south to the "Saskatchewan River"; thence due south to the north-west corner of the northern limits of Treaty No. 4, including all territory within the said limits, and all islands on all lakes within the said limits, as above described; and it being also understood that in all cases where lakes form the treaty limits, ten miles from the shore of the lake should be included in the treaty.

And also all their rights, titles and privileges whatsoever to all other lands wherever situated in the North-west Territories or in any other Province or portion of Her Majesty's dominions situated and being within the Dominion of Canada;

The tract comprised within the lines above described, embracing an area of one hundred thousand square miles, be the same more or less;

To have and to hold the same to Her Majesty the Queen, and Her successors forever;

And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said

Indians, and other reserves for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, provided all such reserves shall not exceed in all one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families—in manner following, that is to say : For the Band of "Saulteaux, in the Beren's River" region, now settled or who may within two years settle therein, a reserve commencing at the outlet of Beren's River into Lake Winnipeg, and extending along the shores of said lake, and up said river and into the interior behind said lake and river, so as to comprehend one hundred and sixty acres for each family of five, a reasonable addition being, however, to be made by Her Majesty to the extent of the said reserve for the inclusion in the tract so reserved of swamp, but reserving the free navigation of the said lake and river, and free access to the shores and waters thereof, for Her Majesty and all Her subjects, and excepting thereout such land as may have been granted to or stipulated to be held by the "Hudson's Bay Company," and also such land as Her Majesty or Her successors, may in Her good pleasure, see fit to grant to the Mission established at or near Beren's River by the Methodist Church of Canada, for a church, school-house, parsonage, burial ground and farm, or other mission purposes; and to the Indians residing at Poplar River, falling into Lake Winnipeg north of Beren's River, a reserve not exceeding one hundred and sixty acres to each family of five, respecting, as much as possible, their present improvements :

And inasmuch as a number of the Indians now residing in and about Norway House of the band of whom David Rundle is Chief are desirous of removing to a locality where they can cultivate the soil, Her Majesty the Queen hereby agrees to lay aside a reserve on the west side of Lake Winnipeg, in the vicinity of Fisher River, so as to give one hundred acres to each family of five, or in that proportion for larger or smaller families, who shall remove to the said locality within "three years," it being estimated that ninety families or thereabout will remove within the said period, and that a reserve will be laid aside sufficient for that or the actual number ; and it is further agreed that those of the band who remain in the vicinity of "Norway House" shall retain for their own use their present gardens, buildings and improvements, until the same be departed with by the Queen's Government, with their consent first had and obtained, for their individual benefit, if any value can be realized therefor :

And with regard to the Band of Wood Indians, of whom Ta-pas-ta-num, or Donald William Sinclair Ross, is Chief, a reserve at Otter Island, on the west side of Cross Lake, of one hundred and sixty acres for each family of five or in that proportion for smaller families—reserving, however, to Her Majesty, Her successors and Her subjects the free navigation of all lakes and rivers and free access to the shores thereof ; Provided, however, that Her Majesty reserves the right to deal with any settlers within the bounds of any lands reserved for any band as She shall deem fit, and also that the aforesaid reserves of land or any interest therein may be sold or otherwise disposed of by Her Majesty's Government for the use and benefit of the said Indians entitled thereto, with their consent first had and obtained.

And with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians, She hereby, through Her Commissioners, makes them a present of five dollars for each man, woman and child belonging to the bands here represented, in extinguishment of all claims heretofore preferred.

And further, Her Majesty agrees to maintain schools for instruction in such reserves hereby made as to Her Government of the Dominion of Canada may seem advisable, whenever the Indians of the reserve shall desire it.

Her Majesty further agrees with Her said Indians, that within the boundary of Indian reserves, until otherwise determined by Her Government of the Dominion of Canada, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force, or hereafter to be enacted, to preserve Her Indian subjects in-

habiting the reserves, or living elsewhere within Her North-west Territories, from the evil influence of the use of intoxicating liquors, shall be strictly enforced.

Her Majesty further agrees with Her said Indians, that they, the said Indians, shall have right to pursue their avocations of hunting and fishing throughout the tract surrendered as hereinbefore described, subject to such regulations as may from time to time be made by Her Government of Her Dominion of Canada, and saving and excepting such tracts as may from time to time be required or taken up for settlement, mining, lumbering or other purposes, by Her said Government of the Dominion of Canada, or by any of the subjects thereof duly authorized therefor by the said Government.

It is further agreed between Her Majesty and Her said Indians that such sections of the reserves above indicated as may at any time be required for public works or buildings, of what nature soever, may be appropriated for that purpose by Her Majesty's Government of the Dominion of Canada, due compensation being made for the value of any improvements thereon.

And further, that Her Majesty's Commissioners shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall in every year ensuing the date hereof, at some period in each year to be duly notified to the Indians, and at a place or places to be appointed for that purpose within the territory ceded, pay to each Indian person the sum of five dollars per head yearly.

It is further agreed between Her Majesty and the said Indians that the sum of five hundred dollars per annum shall be yearly and every year expended by Her Majesty in the purchase of ammunition, and twine for nets, for the use of the said Indians, in manner following, that is to say: in the reasonable discretion as regards the distribution thereof among the Indians inhabiting the several reserves or otherwise included therein of Her Majesty's Indian Agent having the supervision of this treaty.

It is further agreed between Her Majesty and the said Indians that the following articles shall be supplied to any band of the said Indians who are now cultivating the soil, or who shall hereafter commence to cultivate the land, that is to say: Two hoes for every family actually cultivating; also one spade per family as aforesaid; one plough for every ten families as aforesaid; five harrows for every twenty families as aforesaid; one scythe for every family as aforesaid, and also one axe;—and also one cross-cut saw, one hand-saw, one pit-saw, the necessary files, one grindstone, and one auger for each band; and also for each Chief, for the use of his band, one chest of ordinary carpenter's tools; also for each band enough of wheat, barley, potatoes and oats to plant the land actually broken up for cultivation by such band; also for each band one yoke of oxen, one bull and four cows—all the aforesaid articles to be given once for all for the encouragement of the practice of agriculture among the Indians.

It is further agreed between Her Majesty and the said Indians that each Chief duly recognized as such shall receive an annual salary of twenty-five dollars per annum, and each subordinate officer, not exceeding three for each band, shall receive fifteen dollars per annum; and each such Chief and subordinate officer as aforesaid shall also receive, once every three years, a suitable suit of clothing; and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal.

And the undersigned Chiefs, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will, in all respects, obey and abide by the law, and they will maintain peace and good order between each other, and also between themselves and other Tribes of Indians, and between themselves and others of Her Majesty's subjects, whether Indians or whites, now inhabiting or hereafter to inhabit any part of the said ceded tracts, and that they will not molest the person or property of any inhabitant of

such ceded tracts, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tracts, or any part thereof; and that they will aid and assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands at "Beren's River" this twentieth day of September, A.D. 1875, and at Norway House on the twenty-fourth day of the month and year herein first above named.

Signed by the Chiefs within named in presence of the following witnesses, the same having been first read and explained by the Honourable James McKay:

THOS. HOWARD,
A. G. JACKES, M.D.,
CHRISTINE MORRIS,
E. C. MORRIS,
ELIZABETH YOUNG,
WILLIAM MCKAY,
JOHN MCKAY,
EGERTON RYERSON YOUNG.

Signed at Norway House by the Chiefs and Councillors hereunto subscribing in the presence of the undersigned witnesses, the same having been first read and explained by the Honourable James McKay:

RODCK. ROSS,
JOHN H. RUTTAN, Methodist Min.,
O. GRINDER, Methodist Minister,
D. C. McTAVISH,
ALEX. SINCLAIR,
L. C. McTAVISH,
CHRISTINE V. K. MORRIS,
E. C. MORRIS,
A. G. JACKES, M.D.,
THOS. HOWARD.

ALEX. MORRIS, *L.G.* [L.S.]

JAMES MCKAY, [L.S.]

NAH-WEE-KEE-SICK-QUAH-YASH,
his
otherwise, JACOB BERENS, Chief, x
mark.

KAH-NAH-WAH-KEE-WEE-NIN,
his
otherwise, ANTOINE GOUIN, x
mark.

NAH-KEE-QUAN-NAY-YASH, x
his
mark.

PEE-WAH-ROO-WEE-NIN, x
his
mark.

Councillors.

ALEX. MORRIS, *L.G.*, [L.S.]

JAMES MCKAY [L.S.]

DAVID RUNDLE, *Chief.*
his

JAMES COCHRANE, x
mark.

HARRY CONSTATAG, x
his
mark.

CHARLES PISEQUINIP, x
mark.

Councillors.

TA-PAS-TA-NUM, or, DONALD WILLIAM
his

SINCLAIR ROSS, *Chief.* x
mark.

GEORGE GARRIOCK,
his

PROUD MCKAY, x
mark.

Councillors.

We, the Band of the Saulteaux Tribe of Indians residing at the mouth of the Saskatchewan River, on both sides thereof, having had communication of the foregoing treaty, hereby, and in consideration of the provisions of the said treaty being extended to us, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of the Government of Canada, all our right, title and privileges whatsoever, which we have or enjoy in the territory described in the said treaty, and every part thereof, to have and to hold to the use of Her Majesty the Queen and Her heirs and successors for ever. And Her Majesty agrees, through the said Commissioners, to assign a reserve of sufficient area to allow one hundred and sixty acres to each family of five, or in that proportion for larger or smaller families—such reserve to be laid off and surveyed next year on the south side of the River Saskatchewan.

And having regard to the importance of the land where the said Indians are now settled in respect of the purposes of the navigation of the said river and transport in connection therewith, and otherwise, and in view of the fact that many of the said Indians have now houses and gardens on the other side of the river and elsewhere which they will abandon, Her Majesty agrees, through Her said Commissioners, to grant a sum of five hundred dollars to the said Band to be paid in equitable proportions to such of them as have houses, to assist them in removing their houses to the said reserve or building others.

And the said Indians, represented herein by their Chief and Councillors, presented as such by the Band, do hereby agree to accept the several provisions, payments and other benefits as stated in the said treaty, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of the said Chiefs and Indians therein named, to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves had been originally contracting parties thereto.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chief and Councillors have hereunto subscribed and set their hands, at the Grand Rapids, this twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed by the parties in the presence of
the undersigned witnesses, the same
having been first explained to the
Indians by the Honourable James Mc-
Kay:

THOS. HOWARD,
RODK. ROSS,
E. C. MORRIS,
A. G. JACKES, M.D.,
ALEX. MATHESON,
JOSEPH HOUSTON,
CHRISTINE V. K. MORRIS.

ALEX. MORRIS, *L.G.* [L.S.]
JAMES MCKAY, [L.S.]

PETER BEARDY, *Chief*, X
his mark.

JOSEPH ATKINSON, X
his mark.

ROBERT S. ANDERSON, X
his mark.
Councillors.

No. 149 B.

MEMORANDUM.

The Queen's Indian Commissioners having met Thick-foot and a portion of the Island Band of Indians at Wa-pang or Dog-head Island on the 28th day of September, A.D. 1875, request him to notify the Island Indians and those of Jack-head Point to meet at Wa-pang an Indian Agent next summer to receive payments under the treaty which they have made with the Indians of Norway House, Beren's River, Grand Rapids and Lake Winnipeg, and in which they are included, at a time of which they will be notified, and to be prepared then to designate their Chief and two Councillors. The Commissioners have agreed to give some of the "Norway House" Indians a reserve at Fisher Creek, and they will give land to the Island Indians at the same place.

Given at Wa-pang this 28th day of September, A.D. 1875, under our hands.

ALEX. MORRIS, *L.G.*
JAMES MCKAY.

I accept payments under the treaty for myself and those who may adhere to me, and accept the same and all its provisions as a Principal Indian, and agree to notify the Indians as above written.

his
THICK-FOOT X
mark.

WA-PANG, September 28th, 1875.

Witness: }
THOS. HOWARD, }
RODK. ROSS. }

Recorded 20th December, 1875. }
Lib. 31, Folio 62. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 149 C.

We, the Band of Saulteaux Tribe of Indians residing at the mouth of Black River, on the east shore of Lake Winnipeg, having had communication of the treaty made and concluded at Beren's River the 20th day of September, 1875, between Her Most Gracious Majesty the Queen, by Her Commissioners the Honourable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and the North-west Territories, and the Honourable James McKay, and the different tribes of Indians and inhabitants of the country within the limits mentioned in the said treaty, hereby, and in consideration of the provisions of the said treaty being extended to us, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of the Government of Canada, all our rights, titles and privileges whatsoever which we may have or enjoy in the territory descript in the said treaty, and every part thereof—and to hold to the use of Her Majesty the Queen, and heirs and successors forever. And Her Majesty agrees through the Acting Indian Superintendent, to assign the reserve of sufficient area to allow one hundred and sixty acres to each family of five, or in that proportion for smaller or larger families, on the banks of the said Black River.

IN WITNESS WHEREOF, the said Acting Indian Superintendent and the said Indians, represented by their Chief and Councillors, have hereunto subscript and set their hands at Winnipeg, the seventh day of September, in the year of Our Lord one thousand eight hundred seventy-six.

Witness:

J. A. N. PROVENCHER,
JAS. F. GRAHAM,
H. MARTINEAU,
J. P. WRIGHT,

his
JAMES X BIRD,
mark.
his
JOSEPH X SAYER,
mark.
his
JOHN X SAYER,
mark.

Recorded 5th August, 1878.

Liber 60, Folio 111.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 149 D.

ARTICLES OF AGREEMENT AND ADHESION TO A TREATY made and concluded at Beren's River on the 20th day of September and at Norway House the 24th day of September, in the year of Our Lord one thousand eight hundred and seventy-five, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honourable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and the North-west Territories, and the Honourable James McKay, of the one part, and the Saulteaux and Swampy Cree Tribes of Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs, chosen and named as hereinafter mentioned, of the other part:—

We, the Band of Saulteaux and Swampy Cree Indians, residing at the "Pas," on the Saskatchewan River, Birch River, the Pas Mountain and File Lake, and known as "The Pas Band"; and at Cumberland Island, Sturgeon River, Angling River, Pine Bluff, Beaver Lake and the Ratty Country, and known as "The Cumberland Band"; and at Moose Lake and Cedar Lake, and known as "The Moose Lake Band," having had communication of the aforesaid treaty, of which a true copy is hereunto annexed, hereby, and in consideration of the provisions of the said treaty being extended to us, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of the Government of Canada, all our rights, title and privileges whatsoever, which we have or enjoy in the territory described in the said treaty and every part thereof, to have and to hold to the use of Her Majesty the Queen and Her heirs and successors forever.

And Her Majesty agrees, through Her representative as hereinafter named, to assign a reserve of sufficient area to allow one hundred and sixty acres to each family of five, or in that proportion for larger or smaller families, such reserves to be subject to the approval of Her Majesty's Government of the Dominion of Canada, and to be laid off and surveyed as soon as may be found practicable, in manner following, that is to say: For the "Pas" Band, a reserve on both sides of the Saskatchewan River at the "Pas"; but as the area of land fit for cultivation in that vicinity is very limited, and insufficient to allow of a reserve being laid off to meet the requirements of the Band, that the balance of such reserve shall be at "Birch River" and the "Pas Mountain"; for the "Cumberland Band" a reserve at "Cumberland Island," and as the land fit for cultivation there is also limited and insufficient to meet their requirements, that the balance of that reserve shall be at a point between the "Pine Bluff" and "Lime Stone Rock," on "Cumberland Lake"; and for the "Moose Lake Band" a reserve at the north end of "Moose Lake," called Little Narrows—reserving, however, to Her Majesty, Her heirs, successors, and Her subjects, the free navigation of all lakes and rivers, and free access to the shores thereof, and excepting thereout such land as may have been granted to or stipulated to be held by the Hudson's Bay Company at the Pas and Cumberland Island, and also such land as Her Majesty or Her successors may in their good pleasure see fit to grant to the missions established at the "Pas" and Cumberland Island by the Church Missionary Society, and the mission established at Cumberland Island by the Roman Catholic Church; and provided Her Majesty, Her heirs and successors, reserve the right to deal with any settlers within the bounds of any lands reserved for any Band as She shall deem fit.

And the said Indians, represented herein by their Chiefs and Councillors, presented as such by the Bands, do hereby agree to accept the several provisions, payments, and other benefits, as stated in the said treaty, and solemnly promise and engage to abide by, carry out and fulfil all stipulations, obligations and conditions therein contained, on the part of the said Chiefs and Indians therein named, to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves had been originally contracting parties thereto.

IN WITNESS WHEREOF, the Honourable Thomas Howard, acting herein for Her Majesty under special authority of the Honourable Alexander Morris, Lieutenant-

Governor of Manitoba and of the North-west Territories, and Chief Superintendent of Indian Affairs for the Manitoba Superintendency, and the said Chiefs and Councillors, have hereunto subscribed and set their hands at the "Pas," on the Saskatchewan River, this seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-six.

Signed by the Chiefs and Councillors }
within named, in the presence of the }
following witnesses, the treaty and }
this adhesion, having been first read }
and explained by the Rev. Henry }
Cochrane: }

H. BELLANGER,
HENRY COCHRANE, Missionary,
CHARLES D. RICKARDS,
CHARLES ADAMS, C. Clk., H.B. Co.,
WALTER R. NURSEY,
JOHN CLEMONS,
THOMAS NIXON, JR.,
ROBERT BALLENDINE,
A. M. MUCKLE, J.P.

"Pas" Band. }
"Cumberland" Band. }
"Moose Lake" Band. }

THOS. HOWARD, [L.S.]

JOHN CONSTANT, *Chief*, his
mark. X

JAMES COOK, SR., his
mark. X

JOHN BELL, JR., his
mark. X

PETER BELL, his
mark. X

DONALD COOK, SR., his
mark. X
Councillors.

JOHN COCHRANE, *Chief*, his
mark. X

PETER CHAPMAN, his
mark. X

ALBERT FLETT, his
mark. X
Councillors.

O-TIN-IK-IM-AW, *Chief*, his
mark. X

MA-IK-WUH-E-HA-POW, his
mark. X

WA-ME-KWUW-UH-OP, his
mark. X

KA-CHA-CHUCK-OOS, his
mark. X
Councillors.

No. 149 E.

ARTICLES OF AGREEMENT AND ADHESION TO A TREATY made and concluded at Beren's River the 20th day of September, and at Norway House the 24th day of September, in the year of our Lord one thousand eight hundred and seventy-five between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honourable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and the North-west Territories, and the Honourable James McKay, of the one part, and the Saulteaux and Swampy Cree Tribes of Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs, chosen and named as hereinafter mentioned, of the other part.

We, the Band of Saulteaux Indians residing in the vicinity of the Grand Rapids of the Beren's River, having had communication of the aforesaid treaty, of which a true copy is hereunto annexed, hereby and in consideration of the provisions of the said treaty being extended to us, transfer, surrender and relinquish to Her

Majesty the Queen, Her heirs and successors, to and for the use of the Government of Canada, all our rights, titles and privileges whatsoever, which we have or enjoy in the territory described in the said treaty, and every part thereof, to have and to hold to the use of Her Majesty the Queen, and Her heirs and successors forever.

And Her Majesty agrees, through Her representatives as hereinafter named to assign a reserve of sufficient area to allow one hundred and sixty acres to each family of five, or in that proportion for larger or smaller families, such reserve to be laid off and surveyed as soon as may be found practicable, at or near the Sandy Narrows of the Beren's River, on both sides of the said river, reserving the free navigation of the said river, and free access to the shores thereof, to all Her Majesty's subjects.

And the said Indians, represented herein by their Chief and Councillor, presented as such by the Band, do hereby agree to accept the several provisions, payments and other benefits, as stated in the said treaty, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of the said Chief and Indians therein named, to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves had been originally contracting parties thereto.

IN WITNESS WHEREOF, the Honourable Thomas Howard, and John Lestock Reid, Esquire, acting herein for Her Majesty, under special authority of the Honourable Alexander Morris, Lieutenant-Governor of Manitoba and the North-west Territories, and Chief Superintendent of Indian Affairs for the Manitoba Superintendency, and the said Chief and Councillor, have hereunto subscribed and set their hands at the Beren's River, this fourth day of August, A.D. 1876.

Signed by the Chief and Councillor
within named in the presence of
the following witnesses, the treaty
and this adhesion having been first
read and explained by the Rev. H.
Cochrane:

HENRY COCHRANE, Missionary,
JAMES FLETT,
OWEN HUGHES,
ALEXANDER BEGG,
A. M. MUCKLE, J.P.,
GEO. COLDEE,
THOMAS PRATT,
WILLIAM MCKAY,
THOMAS NIXON, JR.

THOS. HOWARD, [L.S.]
J. LESTOCK REID, [L.S.]
NAH-WEE-KEE-SICK-QUAH-YASH (or JACOB
his
BERENS, of Beren's River), Chief, x
mark.
his
NUN-AK-OW-AH-NUK-WAPE, x Councillor.
mark.

No. 149 F.

ARTICLES OF AGREEMENT AND ADHESION TO A TREATY made and concluded at Beren's River the 20th day of September, and at Norway House the 24th day of September, in the year of Our Lord one thousand eight hundred and seventy-five, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honourable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and the North-west Territories, and the Honourable James McKay, of the one part, and the Salteaux and Swampy Cree Tribes of Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs, chosen and named as hereinafter mentioned, of the other part:

We, the Band of Salteaux Indians residing at or near the Big Island and the other islands in Lake Winnipeg, and also on the shores thereof, having had communication of the aforesaid treaty, of which a true copy is hereunto annexed, hereby, and in consideration of the provisions of the said treaty being extended to us, trans-

fer, surrender, and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of the Government of Canada, all our right, title and privileges whatsoever, which we have or enjoy in the territory described in the said treaty, and every part thereof, to have and to hold to the use of Her Majesty the Queen, and Her heirs and successors forever.

And Her Majesty agrees, through Her representatives as hereinafter named, to assign reserves of sufficient area to allow one hundred and sixty acres to each family of five, or in that proportion for larger or smaller families, such reserves to be selected for said Indians by a Dominion Land Surveyor, or other officer named for that purpose, with the approval of the said Indians, as soon as practicable.

And the said Indians, represented herein by their Chief and Councillors, presented as such by the Band, do hereby agree to accept the several provisions, payments and other benefits as stated in the said treaty, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of the said Chief and Indians therein named, to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves had been originally contracting parties thereto.

IN WITNESS WHEREOF, the Honourable Thomas Howard, and John Lestock Reid, Esquire, acting herein for Her Majesty, under special authority of the Honourable Alexander Morris, Lieutenant-Governor of Manitoba and of the North-west Territories, and Chief Superintendent of Indian Affairs for the Manitoba Superintendency, and the said Chief and Councillors, have hereunto subscribed and set their hands, at Wapang, or Dog Head, Lake Winnipeg, this twenty-sixth day of July, A.D. 1876.

Signed by the Chief and Councillors
within named in the presence of
the following witnesses, treaty and
this adhesion having been first read
and explained by the Rev. Henry
Cochrane:

W. W. KIRKBY, Archdeacon of York,
HENRY COCHRANE, Missionary,
ALEXANDER BEGG,
WILLIAM LEACK,
THOMAS NIXON, JR.,
A. M. MUCKLE, J.P.

THOS. HOWARD, [L.S.]
J. LESTOCK REID, [L.S.]

SA-KA-CHE-WAYAS, *Chief*, ^{his} X
mark.
(Blood Vein River.)

KA-TUK-E-PIN-AIS or HARDISTY, ^{his} X
mark.
(Big Island.)

^{his}
THICKFOOT, X
mark.
(Dog Head.)

SANG-GWA-WA-KA-POW, or JAMES SIN-
^{his}
CLAIR, X (Jack Head),
mark.

Councillors.

I, the Honourable Alexander Morris, Lieutenant-Governor of Manitoba and the North-west Territories, do hereby certify that the foregoing is a true copy of the treaty of which it purports to be a copy.

Given under my hand and seal at Fort Garry, this nineteenth day of July, A.D. 1876.

ALEXANDER MORRIS, *L.G.* [L.S.]

No. 150.

We, the undersigned Chiefs and Principal Men of the Alnwick Band of Mississaugua Indians for and on behalf of our whole Band in council assembled, do hereby release and surrender unto Our Sovereign Lady the Queen, Her heirs and successors

forever, all and singular those certain parcels or tracts of land situated, lying and being in our reserve in the Township of Alnwick, in the County of Northumberland, and Province of Ontario and Dominion of Canada, containing by admeasurement fifteen hundred acres, be the same more or less, better known and described as fellows, that is to say, the lands contained in the description annexed hereto.

In trust, to lease the same to such person or persons and upon such terms as the Government of this said Dominion may deem most conducive to the interests of us and our people.

And upon the condition that the moneys received as rent for the same shall, after deducting the usual expenses of management, be paid to the individual Indians to whom respective portions have been or may hereafter be allotted.

Signed on behalf of the Band, in witness whereof we have hereunto affixed our hands and seals this 29th day of September, 1875.

In the presence of	}	JOHN SUNDAY, <i>Chief,</i>	[L.S.]
WM. PLUMMER,		GEORGE BLAKER,	[L.S.]
<i>Supt. and Com. Indian Affairs.</i>		PETER CROW,	[L.S.]
R. BROOKING,		MITCHELL CHEBB,	[L.S.]
Missionary, Witness:		JOHN BEARS.	[L.S.]
WM. PLUMMER,			
<i>Supt. and Com. Indian Affairs.</i>			

LANDS proposed to be surrendered by the Mississauguas of Alnwick, in order that the same may be leased for their benefit, viz:—

All those portions of lots Nos. 11, 12, 13, 14, 15, 16, 18 and 19 in the 1st Concession, and Nos. 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, and 17, in the 2nd Concession of the Township of Alnwick, which have been cleared and rendered fit for cultivation, comprising fifteen hundred acres, more or less.

DOMINION OF CANADA, }
 Province of Ontario, }
 County of }
To Wit:

Personally appeared before me William Plummer, of the city of Toronto, in the said Province, Visiting Superintendent of Indian Affairs, and John Sunday, of the Mississaugua Indian Reserve, of the Township of Alnwick and Province aforesaid, the Chief of the Mississaugua Indians, residing on the said reserve, who, being duly sworn, severally depose and say:—

The said William Plummer, for himself, saith:

That the annexed release or surrender was assented to by the said John Sunday, he being the Chief of the said tribe or body of Indians, assembled at a meeting or council of the tribe summoned for that purpose.

That such meeting or council was held in his presence, and he heard such assent given.

That he was duly authorized to attend such council by the Superintendent General of Indian Affairs.

And the said John Sunday, for himself, saith:

That he is the Chief of the Mississaugua Indians aforesaid, and was entitled to vote at the council or meeting above mentioned.

That the annexed release or surrender was assented to by him and the Principal Men of the aforesaid tribe or body of Indians.

That such assent was given at a meeting or council of the tribe, summoned for that purpose, at which he himself and the Principal Men aforesaid were present, and also the said other deponent, William Plummer.

WILLIAM PLUMMER,
JOHN SUNDAY.

Sworn to before me by the said deponents, }
William Plummer and John Sunday, this }
thirtieth day of September, 1875. }

G. M. BOSMELLE,

Judge County Court, Northumberland and Durham.

Recorded 9th March, 1876. }
Lib. S, Folio 323. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 152.

NOVA SCOTIA, S. S.,
Rd. Hughes.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :

KNOW YE, that I, Richard Hughes, Esquire, Lieutenant-Governor and Commander-in-Chief in and over His Majesty's Province of Nova Scotia and its dependencies, &c., &c., &c.

By virtue of the power and authority to me given by His present Majesty King George the Third, under the great seal of Great Britain, have given, granted and confirmed, and do by these presents, by and with the advice and consent of His Majesty's Council for the said Province, give, grant and confirm unto Michael Franklin, Esquire, Superintendent of Indian Affairs for the Province aforesaid ; Pierre Thomas, Chief Sachem ; Francis Xavier or Xavier ; Nicholas Ackmobishe ; Francis Joseph Mezentwite ; Francis Joseph La Belmite and Zackareen, Captains, in trust, for and in behalf of the Malecite Indians, inhabitants of the River St. John,—a tract of land situate, lying and being :

Beginning at the creek eastward of the burying ground of Ekougrahag, and to run south eleven degrees, west one hundred and twenty-five chains ; thence north seventy-nine degrees, west forty chains ; thence north eleven degrees east till it meets the River St. John ; thence the course of the said river to the first mentioned bounds—containing five hundred acres. Also, the island commonly called Indian Island, lying in front of said tract, containing about two hundred acres. Also a piece of ground at Ste. Ann's Point, containing about four acres, in which piece is comprehended the Indian burying ground and the ground on which the chapel, and the priest's house formerly stood, containing in the whole by estimation seven hundred and four acres, more or less, with all and all manner of mines unopened, excepting mines of gold and silver, lead, copper and coals.

To have and to hold the said granted premises, with all privileges, profits, commodities and appurtenances thereunto belonging, unto the said Michael Franklin, Pierre Thomas, Francis Xavier or Xavier, Nicholas Ackmobishe, Francis Joseph Mezentwite, Francis Joseph La Belmite, and Zackareen, their heirs and assigns, in trust, for and in behalf of the said Malecite Indians, inhabiting as aforesaid, their heirs forever, yielding and paying by the said grantees, and their heirs, which, by the acceptance hereof, they bind and oblige themselves and their heirs, to pay to His Majesty King George the Third, His heirs and successors, or to any person lawfully authorized to receive the same for His Majesty's use, a free yearly quit rent of one farthing per acre, for every acre so granted—the first payment of the same



LAKES SIMCOE AND COUCHICHING

-Showing the position of the Islands

EXAMINED
FOR THE

INDIAN DEPARTMENT
1856

*Traced
by D. A. Smith
(signing) Engineer to Her Majesty
P. L. J.*



And provided also that no part of the lands hereby granted shall at any time hereafter be sold or disposed of in any manner or form, or for any consideration whatever, without the consent of the Governor or Commander-in-Chief being first had and obtained under the seal of the Province for that purpose; otherwise, the said lands to become thereby forfeited to the King, and this grant to be void and of none effect.

IN WITNESS WHEREOF, I have signed these presents, and caused the seal of the Province to be hereunto affixed, at Halifax, this second day of August, in the nineteenth year of the reign of our Sovereign Lord, George the Third, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, and so forth ; and in the year of Our Lord, one thousand seven hundred and seventy-nine.

NOVA SCOTIA, HALIFAX, S. S. }
Registered the 2nd day of August, 1779. }
Lib. 6, Page 106.

Entered in the Auditor's Office, at Halifax,
5th August, 1779.

No. 153.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever.

And upon the further conditions that the moneys received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest; and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come forever.

And we, the said Chiefs and Principal Men of the Band aforesaid, do on behalf of our people and for ourselves, hereby ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this Instrument at Georgina Island, in the said Province of Ontario and Dominion of Canada aforesaid, this 24th day of March, in the year of Our Lord one thousand eight hundred and seventy-four.

Having been first read and explained,
signed, sealed and delivered, in the
presence of

CHARLES GRYLLES,
Mission Teacher,

WM. PLUMMER,
Supt. and Com. Ind. Affairs.

GEORGE McCURE, Chief,	his X mark.	[L.S.]
JACOB CHARLES,	his X mark.	[L.S.]
THOMAS BIG CANOE,		[L.S.]
CHARLES BIG CANOE,		[L.S.]
JAMES SNAKE,	his X mark.	[L.S.]
JAMES ASKQUAK,		[L.S.]
JOHN ELLIOTT,	his X mark.	[L.S.]
WM. POST,	his X mark.	[L.S.]
JAMES POST,	his X mark.	[L.S.]
JAMES CHARLES,	his X mark.	[L.S.]

And we hereby on oath certify before James Robert Gowan, Senior Judge of Her Majesty's County Court for the County of Simcoe, Province of Ontario and Dominion of Canada aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and Principal Men of the Band of Indians therein mentioned, assembled at a meeting of such Band and Tribe summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at the Town of Barrie,
County of Simcoe, in the Province of
Ontario, this twenty-ninth day of July
in the year of Our Lord one thousand
eight hundred and seventy-four.

WM. PLUMMER,
GEORGE McCURE, Chief, his
X
mark.

JAS. ROBT. GOWAN,
Senior Judge County Court, Co. of Simcoe.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the Band of Chippewa Indians owning the Indian reserve on the River Thames, in the Township of Caradoc, in the Province of Ontario and Dominion of Canada, acting for and on behalf of our people, duly assembled for that purpose, in

Sideroad between Lots 8 and 9. S 44° 35' E.

PLAN

of

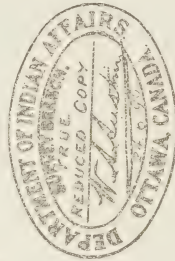
One acre of land situated on the south easterly part of the north west half of Lot No. 8 in the 4th Range south of the Longwood Road in the Township of Carleton. Granted by the Chippewa Indians to the Church Society of the Diocese of Huron.

DESCRIPTION

Commencing in the south west limit of the allowance for road between Lots Nos. 8 and 9 where a post has been planted at the distance of 6 chains 14 links North west from the limit between the N. W. and S. E. halves of said Lot No. 8 in the said 4th Range. Thence South 37 degrees 26 minutes west 2 chains 58 links, thence S. 12 degrees 21 minutes west 5 chains more or less to the boundary line between the north and south halves of said Lot No. 8, thence South 70 degrees 10 minutes west along said boundary line one chain 52 links. thence north 12 degrees 21 minutes east 5 chains 82 links, thence South 77 degrees 12 minutes ^{West} 4 links. thence north 37° 26' east 3 chains 20 links more or less to the S. W. limit of said allowance for road between Lots 8 and 9. thence S 44° 35' E. one chain 14 links more or less to the place of beginning.

July 20th 1875

(sd) B. G. Ganger P. L. L.



accordance with the provisions of sub-sections 1 and 2 of section 26 of the Indian Act of 1876, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular, that certain portion or parcel of land, containing by admeasurement one acre, more or less, forming part of the Indian reserve aforesaid, and which parcel of land may be known and described as follows, and as laid down on the annexed traced plan of the same, that is to say : One acre of land situated on the south-easterly part of the north-west half of lot number eight, in the fourth range, south of the Long Wood Road, in the Township of Caradoc aforesaid.

To have and to hold the same unto Her Majesty the Queen, Her heirs and successors forever, in trust, all and singular that certain parcel or tract of land as above described, for the purpose of leasing the same to the Incorporated Synod of the Diocese of Huron, to be used as a burying-ground, and for the erection thereon of a church ; and for such other church purpose as the said Incorporated Synod of the Diocese of Huron may deem necessary. Provided, however, and it is hereby understood, that if at any time subsequently to the making of this surrender the said Incorporated Synod of the Diocese of Huron shall, for the space of two years, consecutively, cease to use the said parcel of land for church purposes, then, and in that case, the parcel of land hereby surrendered shall revert and belong to the aforesaid Band of Chippewa Indians.

And we, the said Chiefs and Principal Men of the Band aforesaid, do, on behalf of our people and for ourselves, hereby agree to ratify and confirm whatever the Government of the Dominion of Canada may do, or cause to be lawfully done, in connection with the land hereby surrendered.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and affixed our seals unto this Instrument, at the Township of Caradoc, in the aforesaid Province and Dominion, this thirty-first day of August, in the year of Our Lord one thousand eight hundred and seventy-six.

Signed, sealed and delivered }
in presence of }
THOMAS GORDON,
EDMUND BAYNES REED.

JOHN HENRY, <i>Councillor</i> ,	[L.S.]
JOHN FRENCH, <i>do</i> Chief,	[L.S.]
ELIJAH MISKOKOMON, <i>Councillor</i>	[L.S.]
NELSON BEAVER,	[L.S.]
JOHN MISKOKOMON, ^{his} X mark.	[L.S.]
PETER BRIGHAM, ^{his} X mark.	[L.S.]
WM. FRENCH, ^{his} X mark.	[L.S.]
GEORGE MISKOKOMON, ^{his} X mark.	[L.S.]
JACOB HENRY, ^{his} X mark.	[L.S.]
JAS. WALKER, ^{his} X mark.	[L.S.]
JOHN SIMON, ^{his} X mark.	[L.S.]

} Chief Men.

We hereby, on oath, certify, before William Elliot, Esq., the Judge of the County Court of the County of Middlesex, in the Province of Ontario and Dominion of Canada, that the preceding release or surrender was executed by the Chiefs and Principal Members of the Band of Indians therein mentioned, at a meeting of said

Band, assembled for that purpose in accordance with the provisions of the Act, and the section and subsections thereof referred to in the said preceding deed of surrender.

THOMAS GORDON,
JOHN FRENCH, *Chief*.

Sworn before me at the City of London,
in the Province of Ontario, this fifth
day of September, in the year of Our
Lord one thousand eight hundred and
seventy-six.

WILLIAM ELLIOT,

Judge, County of Middlesex.

Recorded 6th November, 1876.

Lib. S., Folio 377.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

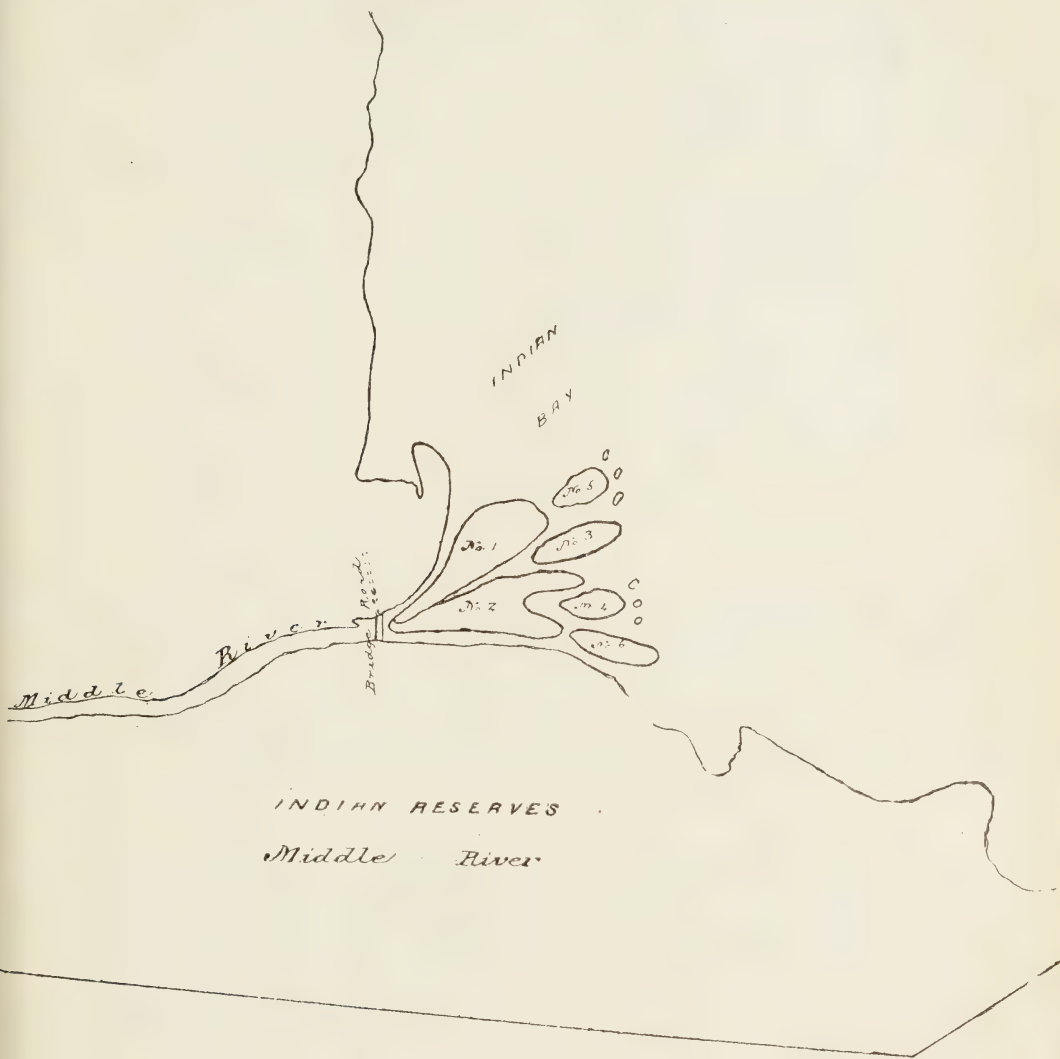
No. 155.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chiefs, Principal Men and Warriors of the Mic-Mac Band of Indians, owning and residing on the Indian Reserve at Wagadmatcook, in the County of Victoria, N.S., being this day assembled with our people in general council, and acting for and on behalf of the whole membership of our said Band, and with the free consent of a majority thereof, as expressed in our said council, summoned for that purpose, in the presence of Joseph B. McDonald, Indian Agent for District No. 7, in the Province of Nova Scotia, and others, have agreed to surrender and yield up and do hereby surrender and yield up unto Our Sovereign Lady the Queen, Her heirs and successors, in trust, to be sold for the benefit of ourselves and our children, all that certain portion of our said reserve, containing about sixty acres, more or less (60 acres, be the same more or less), which may be described as follows, viz.:—Six small islands at the mouth of Middle River or Wagadmatcook Reserve aforesaid, numbered in the annexed plan 1, 2, 3, 4, 5, 6, and described as follows, that is to say:—No. 1 containing about 15 acres, No. 2 about 15 acres, No. 3 about 8 acres, No. 4 about 6 acres, No. 5 about 6 acres, and No. 6 about 7 acres, and three several small islets in close proximity to each of the islands numbered 4 and 5 and other accretions or late formations of earth added to or about the said described premises, being part of Middle River Reserve, so called.

To the end that the said described pieces of land, including the said late accretions or added formations of land may be sold in such manner and on such terms as the Honourable the Superintendent General of Indian Affairs may judge to be best for our advantage; and that the proceeds of the said land, as the same may be realized, shall be properly invested and the interest to be derived therefrom paid over to ourselves, our people and children, at the same times in each year as it is customary to pay our annuity and interest moneys.

Subject, nevertheless, to the following stipulations and conditions, namely: that the improvements, rents, and other advantages of the present occupants of all the above described premises shall be faithfully valued, and the full and fair value of the same, together with all necessary and reasonable expenses of removal, paid to the said occupants, their heirs or assigns, or invested for their benefit in providing new dwellings and other necessary improvements on other portions of the said reserve to be allotted to the said parties, in lieu of the lands to be by them vacated.

And further, that fair compensation for any improvements made by other parties on lots on which it may be found desirable to locate the parties to be removed shall be granted, all to be paid from the proceeds of the sale of the above



Islands at Middle River or Indian Reserves

No. 1 about 15 acres

No. 2 6 15 3

No. 3 6 18 3

No. 4 6 2

No. 5 6 2

No. 6 6 7

3 small islands near

3 do do do



surrendered lands; and also, that from and out of the first moneys to be received from the sale of the said lands there shall be made a distribution of two dollars to each individual member of the Band residing at Wagadmatcook Reserve, aforesaid.

IN WITNESS to all which covenants and conditions we, the said Chiefs, Principal Men and Warriors, have set our hands and seals to this surrender, executed in duplicate, and dated at Middle River, in the County of Victoria, Province of Nova Scotia, and Dominion of Canada, this first day of September, in the year of Our Lord one thousand eight hundred and seventy-six.

Present:

JOS. B. McDONALD,
Indian Agent, Dist. No. 7, N.S. }

his
NEWELL X LEWIS ADDLEY, [L.S.]
mark.
Captain and Chief.

his
JOHN X RICHARD, [L.S.]
mark.
Captain and Chief.

his
LEWIS X NEWELL, [L.S.]
mark.
One of the Principal Men.

his
PERRO X CREMEANS, [L.S.]
mark.
One of the Principal Men.

Personally came and appeared before me at Baddeck, in the County of Victoria, in the Province of Nova Scotia and Dominion of Canada, Joseph B. McDonald, Indian Agent for District No. 7, in the said Province, and John Richard, Captain and Chief, whose name is subscribed as a party to the foregoing instrument, and made oath that they were present when the Band of Mic-Mac Indians, or a majority of them, residing on the Reserve at Middle River, in said county, assented to the surrender of the above described premises, on the day and in the year above mentioned, who were entitled to vote at a meeting called for that purpose agreeably to their rules.

Sworn to at Baddeck this sixteenth day
of September A.D. 1876, before me, B.
E. Tremaine, one of the Judges of the
County Courts in Nova Scotia (con-
tents being first read and explained.)

JOSEPH B. McDONALD.
his
JOHN X RICHARD,
mark.
Ind. Chief and Captain.

Recorded 15th November, 1876.
Lib. S., Folio 384.

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 156.

SURRENDER by the Chief and Band of the Ojibway Indians residing on their Reserve in the Township of Rama, in the County and Province of Ontario and Dominion of Canada.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chief and Principal Men of the Rama Band of Ojibway Indians, resident on our Reserve in the Township

of Rama, in the County and Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band, do hereby remise, release, surrender, quit claim and yield up to our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises containing by admeasurement seventeen (17) acres, be the same more or less, being composed of the rear parts of lots Nos. sixteen (16) and seventeen (17) fronting on Lake Couchiching, in the Township of Rama, in the County and Province of Ontario and Dominion of Canada, and which said parcel or tract of land and premises may be more particularly known and described as follows—that is to say : Commencing where the limit between lots numbers seventeen (17) and eighteen (18) in the first Range of the said Township intersects the western limit of the road in rear of the said range; thence in a south-easterly direction, following the said limit of the said road allowance, five hundred and fifty feet, more or less, to the water's edge of Lake St. John; thence in a southerly direction following the water's edge of the said lake to the intersection of the division line between lots numbers fifteen (15) and sixteen (16) in the said front range; thence westerly following the said division line between the said lots, eight hundred and fifty feet more or less, to the intersection of the eastern limit of the right of way of the Northern Railway of Canada ; thence northerly following the said limit of the said right of way fifteen hundred and forty-five feet, more or less, to the division line between lots numbers seventeen and eighteen aforesaid ; thence easterly following the said division line between the said lots two hundred feet more or less to the place of beginning.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever.

In trust, to sell and convey the same to such person or persons and upon such terms and conditions as the Government of this Dominion aforesaid may deem most conducive to the interest of us and our people in all time to come.

And upon the further condition that all money received from the sale or lease thereof shall, after deducting the usual expenses of management, be placed at interest, and the interest accruing from such investment shall be paid annually or semi-annually to us and our descendants.

And we, the said Chief and Principal Men of the said Rama Band of Ojibway Indians do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm, whatever the said Government of this said Dominion may do or cause to be lawfully done in connection with the disposal and sale of said land.

IN WITNESS WHEREOF, we, the said Chief and Principal Men, have set our hands and affixed our seals unto this instrument at the time and place hereinafter mentioned.

Executed at Rama this eighteenth day of January, in the year of Our Lord, one thousand eight hundred and seventy-seven.

Signed, sealed and delivered, having
been first read and interpreted in
presence of

WM. PLUMMER, *Supt. Comr. I.A.*
D. L. SANSON, *J.P.*

J. B. NANEGESHKUNG,	[L.S.]
PETER JACOBS,	[L.S.]
ELISHA SANDY,	[L.S.]
WILLIAM BEATTY,	[L.S.]
JOSEPH VENICE,	[L.S.]
JOHN NANGISHKUNG,	[L.S.]
MICHAEL ST. GERMAIN,	[L.S.]
JOSEPH ST. GERMAIN,	[L.S.]
JOHN WILLIAMS,	[L.S.]
GILBERT WILLIAMS.	[L.S.]

DOMINION OF CANADA, }
 Province of Ontario, County }
 of Simcoe.

To Wit :

Personally appeared before me, William Plummer, of the City of Toronto, in the said Province, Visiting Superintendent of Indian Affairs, and Joseph Benson Nanegeshkung, of the Township of Rama, in the County and Province of Ontario, Chief of the Rama Band of Ojibway Indians, who being duly sworn severally depose and say :

And the said William Plummer for himself saith :

That the annexed release or surrender was assented to by the said Joseph Benson Nanegeshkung, he being a Chief and the only Chief of the said Tribe or Body of Indians, assembled at a meeting or council of the Band summoned for that purpose.

That he was duly authorized to attend such council, by the Superintendent General of Indian Affairs.

That the meeting or council was held in his presence and he heard such assent given.

And the said Joseph Benson Nanegeshkung for himself saith,

That he is a Chief and the only Chief of the Rama Band of Ojibway Indians, and was entitled to vote at the meeting or council above mentioned.

That the annexed release or surrender was assented to by him and the Principal Men of the said Band of Indians.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, at which he was present, and also the said other deponent, William Plummer.

WILLIAM PLUMMER,
 J. B. NANEGESHKUNG.

Sworn before me by the said }
 deponents, William Plummer }
 and Joseph Benson Nane- }
 geshkung, this nineteenth day }
 of January, 1877. }

JAS. ROBERT GOWAN,
Senior Judge, County Court, County of Simcoe.

Recorded 13th February, 1877. }
 Lib. S., Fol. 408. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 157 A.

ARTICLES OF A TREATY made and concluded near Carlton on the 23rd day of August and on the 28th day of said month, respectively, and near Fort Pitt on the 9th day of September, in the year of Our Lord one thousand eight hundred and seventy-six, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honourable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and the North-west Territories, and the Honourable James McKay, and the Honourable William Joseph Christie, of the one part, and the Plain and Wood Cree and the other Tribes of Indians, inhabitants of the country within the limits hereinafter defined and described by their Chiefs, chosen and named as hereinafter mentioned, of the other part.

Whereas the Indians inhabiting the said country have, pursuant to an appointment made by the said Commissioners, been convened at meetings at Fort Carlton,

Fort Pitt and Battle River, to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and the said Indians of the other.

And whereas the said Indians have been notified and informed by Her Majesty's said Commissioners that it is the desire of Her Majesty to open up for settlement, immigration and such other purposes as to Her Majesty may seem meet, a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of Her Indian subjects inhabiting the said tract, and to make a treaty and arrange with them, so that there may be peace and good will between them and Her Majesty, and that they may know and be assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in council, as aforesaid, and being requested by Her Majesty's said Commissioners to name certain Chiefs and Headmen, who should be authorized on their behalf to conduct such negotiations and sign any treaty to be founded thereon, and to become responsible to Her Majesty for their faithful performance by their respective Bands of such obligations as shall be assumed by them, the said Indians have thereupon named for that purpose, that is to say, representing the Indians who make the treaty at Carlton, the several Chiefs and Councillors who have subscribed hereto, and representing the Indians who make the treaty at Fort Pitt, the several Chiefs and Councillors who have subscribed hereto.

And thereupon, in open council, the different Bands having presented their Chiefs to the said Commissioners as the Chiefs and Headmen, for the purposes aforesaid, of the respective Bands of Indians inhabiting the said district hereinafter described.

And whereas, the said Commissioners then and there received and acknowledged the persons so presented as Chiefs and Headmen, for the purposes aforesaid, of the respective Bands of Indians inhabiting the said district hereinafter described.

And whereas, the said Commissioners have proceeded to negotiate a treaty with the said Indians, and the same has been finally agreed upon and concluded, as follows, that is to say :—

The Plain and Wood Cree Tribes of Indians, and all other the Indians inhabiting the district hereinafter described and defined, do hereby cede, release, surrender and yield up to the Government of the Dominion of Canada, for Her Majesty the Queen and Her successors forever, all their rights, titles and privileges, whatsoever, to the lands included within the following limits, that is to say :

Commencing at the mouth of the river emptying into the north-west angle of Cumberland Lake; thence westerly up the said river to its source; thence on a straight line in a westerly direction to the head of Green Lake; thence northerly to the elbow in the Beaver River; thence down the said river northerly to a point twenty miles from the said elbow; thence in a westerly direction, keeping on a line generally parallel with the said Beaver River (above the elbow), and about twenty miles distant therefrom, to the source of the said river; thence northerly to the north-easterly point of the south shore of Red Deer Lake, continuing westerly along the said shore to the western limit thereof; and thence due west to the Athabasca River; thence up the said river, against the stream, to the Jasper House, in the Rocky Mountains; thence on a course south-easterly, following the easterly range of the mountains, to the source of the main branch of the Red Deer River; thence down the said river, with the stream, to the junction therewith of the outlet of the river, being the outlet of the Buffalo Lake; thence due east twenty miles; thence on a straight line south-eastwardly to the mouth of the said Red Deer River on the south branch of the Saskatchewan River; thence eastwardly and northwardly, following on the boundaries of the tracts conceded by the several treaties numbered four and five to the place of beginning.

And also, all their rights, titles and privileges whatsoever to all other lands wherever situated in the North-west Territories, or in any other Province or portion of Her Majesty's Dominions, situated and being within the Dominion of Canada.

The tract comprised within the lines above described embracing an area of 121,000 square miles, be the same more or less.

To have and to hold the same to Her Majesty the Queen and Her successors forever.

And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians, and other reserves for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada; provided, all such reserves shall not exceed in all one square mile for each family of five, or in that proportion for larger or smaller families, in manner following, that is to say: that the Chief Superintendent of Indian Affairs shall depute and send a suitable person to determine and set apart the reserves for each band, after consulting with the Indians thereof as to the locality which may be found to be most suitable for them.

Provided, however, that Her Majesty reserves the right to deal with any settlers within the bounds of any lands reserved for any Band as She shall deem fit, and also that the aforesaid reserves of land, or any interest therein, may be sold or otherwise disposed of by Her Majesty's Government for the use and benefit of the said Indians entitled thereto, with their consent first had and obtained; and with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians, She hereby, through Her Commissioners, makes them a present of twelve dollars for each man, woman and child belonging to the Bands here represented, in extinguishment of all claims heretofore preferred.

And further, Her Majesty agrees to maintain schools for instruction in such reserves hereby made as to Her Government of the Dominion of Canada may seem advisable, whenever the Indians of the reserve shall desire it.

Her Majesty further agrees with Her said Indians that within the boundary of Indian reserves, until otherwise determined by Her Government of the Dominion of Canada, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force, or hereafter to be enacted, to preserve Her Indian subjects inhabiting the reserves or living elsewhere within Her North-west Territories from the evil influence of the use of intoxicating liquors, shall be strictly enforced.

Her Majesty further agrees with Her said Indians that they, the said Indians, shall have right to pursue their avocations of hunting and fishing throughout the tract surrendered as hereinbefore described, subject to such regulations as may from time to time be made by Her Government of Her Dominion of Canada, and saving and excepting such tracts as may from time to time be required or taken up for settlement, mining, lumbering or other purposes by Her said Government of the Dominion of Canada, or by any of the subjects thereof duly authorized therefor by the said Government.

It is further agreed between Her Majesty and Her said Indians, that such sections of the reserves above indicated as may at any time be required for public works or buildings, of what nature soever, may be appropriated for that purpose by Her Majesty's Government of the Dominion of Canada, due compensation being made for the value of any improvements thereon.

And further, that Her Majesty's Commissioners shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall, in every year ensuing the date hereof, at some period in each year, to be duly notified to the Indians, and at a place or places to be appointed for that purpose within the territory ceded, pay to each Indian person the sum of \$5 per head yearly.

It is further agreed between Her Majesty and the said Indians, that the sum of \$1,500.00 per annum shall be yearly and every year expended by Her Majesty in the purchase of ammunition, and twine for nets, for the use of the said Indians, in manner following, that is to say: In the reasonable discretion, as regards the distribu-

tion thereof among the Indians inhabiting the several reserves, or otherwise, included herein, of Her Majesty's Indian Agent having the supervision of this treaty.

It is further agreed between Her Majesty and the said Indians, that the following articles shall be supplied to any Band of the said Indians who are now cultivating the soil, or who shall hereafter commence to cultivate the land, that is to say : Four hoes for every family actually cultivating ; also, two spades per family as aforesaid ; one plough for every three families, as aforesaid ; one harrow for every three families, as aforesaid ; two scythes and one whetstone, and two hay forks and two reaping hooks, for every family as aforesaid, and also two axes ; and also one cross-cut saw, one hand-saw, one pit-saw, the necessary files, one grindstone and one auger for each Band ; and also for each Chief for the use of his Band, one chest of ordinary carpenter's tools ; also, for each Band, enough of wheat, barley, potatoes and oats to plant the land actually broken up for cultivation by such Band ; also for each Band four oxen, one bull and six cows ; also, one boar and two sows, and one hand-mill when any Band shall raise sufficient grain therefor. All the aforesaid articles to be given once for all for the encouragement of the practice of agriculture among the Indians.

It is further agreed between Her Majesty and the said Indians, that each Chief, duly recognized as such, shall receive an annual salary of twenty-five dollars per annum ; and each subordinate officer, not exceeding four for each Band, shall receive fifteen dollars per annum ; and each such Chief and subordinate officer, as aforesaid, shall also receive once every three years, a suitable suit of clothing, and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal, and also as soon as convenient, one horse, harness and waggon.

That in the event hereafter of the Indians comprised within this treaty being overtaken by any pestilence, or by a general famine, the Queen, on being satisfied and certified thereof by Her Indian Agent or Agents, will grant to the Indians assistance of such character and to such extent as Her Chief Superintendent of Indian Affairs shall deem necessary and sufficient to relieve the Indians from the calamity that shall have befallen them.

That during the next three years, after two or more of the reserves hereby agreed to be set apart to the Indians shall have been agreed upon and surveyed, there shall be granted to the Indians included under the Chiefs adhering to the treaty at Carlton, each spring, the sum of one thousand dollars, to be expended for them by Her Majesty's Indian Agents, in the purchase of provisions for the use of such of the Band as are actually settled on the reserves and are engaged in cultivating the soil, to assist them in such cultivation.

That a medicine chest shall be kept at the house of each Indian Agent for the use and benefit of the Indians at the direction of such agent.

That with regard to the Indians included under the Chiefs adhering to the treaty at Fort Pitt, and to those under Chiefs within the treaty limits who may hereafter give their adhesion thereto (exclusively, however, of the Indians of the Carlton region), there shall, during three years, after two or more reserves shall have been agreed upon and surveyed be distributed each spring among the Bands cultivating the soil on such reserves, by Her Majesty's Chief Indian Agent for this treaty, in his discretion, a sum not exceeding one thousand dollars, in the purchase of provisions for the use of such members of the Band as are actually settled on the reserves and engaged in the cultivation of the soil, to assist and encourage them in such cultivation.

That in lieu of waggons, if they desire it and declare their option to that effect, there shall be given to each of the Chiefs adhering hereto at Fort Pitt or elsewhere hereafter (exclusively of those in the Carlton district), in recognition of this treaty, as soon as the same can be conveniently transported, two carts with iron bushings and tires.

And the undersigned Chiefs on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to

strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen.

They promise and engage that they will in all respects obey and abide by the law, and they will maintain peace and good order between each other, and also between themselves and other tribes of Indians, and between themselves and others of Her Majesty's subjects, whether Indians or whites, now inhabiting or hereafter to inhabit any part of the said ceded tracts, and that they will not molest the person or property of any inhabitant of such ceded tracts, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tracts, or any part thereof, and that they will aid and assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands at or near Fort Carlton, on the days and year aforesaid, and near Fort Pitt on the day above aforesaid.

Signed by the Chiefs within named
in presence of the following wit-
nesses, the same having been first
read and explained by Peter Eras-
mus, Peter Ballendine and the
Rev. John McKay.

ALF. JACKES, M.D.,

JAS. WALKER, N.W.M.P.,

J. H. McILLREE, N.W.M.P.,

PIERRE LEVAILLER, X
his
mark.

ISADORE DUMOND, X
his
mark.

JEAN DUMOND, X
his
mark.

PETER HOURIE,

F. GINGRAS,

J. B. MITCHELL, *Staff Constable*
N.W.M.P.

E. H. PRICE, *Hospital Steward*
N.W.M.P.

XAVIER LETANGER, X
his
mark.

WILLIAM SINCLAIR,

ALEXANDER MORRIS,
L. G. N.W.T.

JAMES McKAY, *Indian Commissioner.*

W. J. CHRISTIE do

MIS-TO-WA-SIS, X
his
mark.

AH-TUK-UK-KOOP, X
his
mark.

*Head Chiefs of the
Carlton Indians.*

PEE-YAHN-KAH-NICHK-OO-SIT X
his
mark.

AH-YAH-TUS-KUM-IK-IM-AM, X
his
mark.

KEE-TOO-WA-HAW, X
his
mark.

CHA-KAS-TA-PAY-SIN, X
his
mark.

JOHN SMITH, X
his
mark.

JAMES SMITH X
his
mark.

CHIP-EE-WAYAN, X
his
mark.

Councillors.

MASS-AN, X
his
mark.

PIERRE CADIEN, X
his
mark.

KOO-YAH-TIK-WAH-PAHA, X
his
mark.

MAHS-KEE-TO-TIM-AN, X
his
mark.

*Councillors of
Mis-to-wa-sis.*

A. R. KENNEDY,

R. I. PRITCHARD,

L. CLARK,

W. MCKAY,

W. D. JARVIS, *Inspector, N.W.*
*M.P.*SAH-SAH-KOO-MOOS, ^{his}
X mark.BENJAMIN, ^{his}
X mark.MEE-NOW-AH-CHAHK-WAY, ^{his}
X mark.KEE-SIK-OW-AS-IS, ^{his}
X mark.PEE-TOOK-AH-HAN AP-EE-GIW-EW, ^{his}
X markPEE-AY-CHEW, ^{his}
X mark.TAH-WAH-JUSK EE-KAHP-POW, ^{his}
X mark.AHS-KOOS, ^{his}
X mark.PET-E-QUA-CAY, ^{his}
X mark.JEAN BAPTISTE, ^{his}
X mark.ISADORE WOLFE, ^{his}
X mark.KEE-KOO-HOOS, ^{his}
X mark.OO-SAHN-US-KOO-NEE-KIK, ^{his}
X mark.YAY-YAH-TOO-WAY, ^{his}
X mark.LOO-SOU-AM-EE-KWAKN, ^{his}
X mark.NEES-WAH-YAK-EE-NAH-KOOS, ^{his}
X mark.KAH-TIP-IS-KOW-AHT, ^{his}
X mark.KAH-KUN-EE-KNAHN-AHS-UM, ^{his}
X mark.NAH-PACH, ^{his}
X mark.MUS-IN-AH-WE-KIM-AHER, ^{his}
X mark.} *Councillors of*
Ah-tuk-uk-koop.} *Councillors of*
Pee-yahn-kah-nihk-oo-sit.} *Councillors of*
Kee-oo-ua-haw.} *Councillors of*
Ah-yah-tus-kum-ik-im-um.} *Councillors of*
Cha-has-tay-pay-sin.

WILLIAM BADGER,	his	} <i>Councillors of</i> <i>John Smith.</i>
BENJAMIN JOYFUL, x	mark.	
JOHN BADGER,		
JAMES BEAR,		
BERNARD CONSTANT,		} <i>Councillors of</i> <i>James Smith.</i>
HENRY SMITH, x	mark.	
MA-TWA-AHS-TIN-OO-WE-GIN,	his x mark.	
JACOB McLEAN, x	his mark.	
NAA-POO-CHEE-CHEES, x	his mark.	} <i>Councillors of</i> <i>Chipee-wayun.</i>
WAH-WIS, x	his mark.	
KAH-PAH-PAH-MAH-CHATIK-WAY, x	his mark	
KEE-YEU-AH-TIAH-PIM-WAHT, x	his mark.	
WAH-WEE-KAH-OO-TAH-MAH-HOTE, x	his mark.	} <i>Councillors.</i>
(TOTEM,) (or MEH-CHA-AW-ASIS),		
SEE-SEE-QUAN-ISH, x	his mark.	
WEE-TEE-KOO-WEE-KAH-MAW-OO, x	his mark	
KAH-MEE-GIS-TOO-WAY-SIT, x	his mark.	} <i>Joint Chiefs of the Willow Indians.</i>
KAH-PAY-YAK-WAHSK-OO-NUM, x	his mark.	
SEE-SEE-KWAHN-IS, x	his mark.	
KAH-NAH-LAH-SKOW-WAHT, x	his mark.	
KAH-AH-TEE-KOO-WEN, x	his mark.	} <i>Councillors of Willow Indians.</i>
KAH-NAH-MAH-CHEW, x	his mark.	
MOON-ED-YAHS, x	his mark.	
OO-MIN-AH-KAW, x	his mark.	
OO-TUK-KOO-PAH-KAH-MAY-TOW-WAY-YIT, x	his mark.	

Signed by the Chiefs and Headmen of the Willow Indians near Fort Carlton, this 28th day of August, A.D. 1876, the same having been first read and explained by the Hon. Jas. McKay and by Peter Erasmus, in the presence of the undersigned witnesses:

A. G. JACKES, *M.D.*,
JOSEPH GENTON,
JOHN A. KERR,
PIERRE x LAVEILLER,
W. D. JARVIS, *Ins. N.W.M.P.*

Signed by Her Majesty's Commissioners and by the Chiefs and Headmen hereafter subscribing hereto, the same having been first read and explained to the Indians by the Honourable James McKay and Peter Erasmus, near Fort Pitt, this 9th day of September, A.D. 1876, in the presence of the undersigned witnesses.

A. G. JACKES, *M.D.*

JAS. MCLEOD, *Commr. N.W.M.P.*

JAS. F. WALKER, *Inspector N.W.M.P.*

†VITAL J., *Bishop St. Albert, O.M.I.*

E. DALRYMPLE CLARK, *Adj. N.W.M.P.*

CONSTANTINE SCOLLEN, *Prst., O.M.I.*

JOHN McDougall, *Meth. Missionary.*

JOHN McELVEY,

W. E. JONES,

PETER C. PAMBRON,

A. R. KENNEDY,

PETER ERASMUS,

THOMAS MCKAY,

JAMES SIMPSON,

ELIZA HARDISTY,

MARY MCKAY.

ALEXANDER MORRIS, *L.G., N.W.T.*

JAMES MCKAY, *Indian Commr.*

W. J. CHRISTIE, *Indian Commr.*

his
WEE-KAS-KOO-KEE-SAY-YIN, x
mark.
his
PEE-YAS-EE-WAH-KAH-WE-CHA-KOOT, x
mark.

his
JAMES SEENUM, x
mark.
his
OO-NAH-TAH-MEE-NAH-HOOS, x
mark.

his
SEE-KAHS-KOOTCH, x
mark.
his
TUS-TUK-EE-SKWAHS, x
mark.

his
PEE-NAY-SIS, x
mark.
his
KEE-YE-WIN, x
mark.

Cree Chiefs.

his
KIN-OO-SAY-OO, x
mark.

Chipewayan Chief.

his
SEE-WAS-KWAN, x
mark.

his
WAY-WAY-SEE-POO-WE-YIN, x
mark.

Councillors to Wee-kas-koo-ke-say-yin.

his
TIP-EE-SLOW-AH-CHAK, x
mark.
his
PAY-PAY-SEE-SEE-MOO, x
mark.

*Councillors to
Pee-yas-ee-wa-we-cha-koot.*

his
OO-NOW-AK-EE-PAH-CHAS, x
mark.
his
MY-OE-WAY-SEES, x
mark.

*Councillors to
See-kahs-kootch*

OOS-PERAH-KHAN-IS, his
 x
 mark.

NEE-YE-PES-TAY-AS-EE-KAYSE, his
 x
 mark.

MAH-CHAH-ME-WIS, his
 x
 mark.

ISAAC CARDINAL, his
 x
 mark.

ANTOINE XAVIER, his
 x
 mark.

WILLIAM BULL, his
 x
 mark.

WAH-KEG-SEE-KOOT, his
 x
 mark.

CHARLES CARDINAL, his
 x
 mark.

PIERRE WAHBISKAW, his
 x
 mark.

KI-YAS-EE-KUN, his
 x
 mark.

KAH-KEE-OO-PAH-TOW, his
 x
 mark.

*Councillors to
Tus-tuk-ee-skuan.*

*Councillors to
Pee-way-sis.*

*Councillors to
Kim-oo-say-oo.*

*Councillors to
James Seenum.*

*Councillors to
See-kahs-kootch.*

*Councillors to
Kee-ye-win.*

*Councillors to
Wee-has-hoo-hee-say-yin.*

CAKE-CAKE, his
 x
 mark.

KAM-OO-WIN, his
 x
 mark.

AH-SISS, his
 x
 mark.

Councillor to
Councillor to
Councillor to
See-kahs-koolch. James Seenum. Oo-ma-tak-mee-ma-hoos.

Recorded 24th February, 1877. }
Lib. 27, Fol. 352. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 157 B.

We, the undersigned Chiefs and Headmen of the Cree and other Bands of Indians, having had communication of the treaty, a copy of which is printed in the report of the Minister of the Interior for the year ending 30th June, 1876, concluded at Forts Carlton and Pitt between the Indians inhabiting the country described in said treaty, and Her Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honourable Alexander Morris, Lieutenant-Governor of Manitoba and the North-west Territories, the Honourable W. J. Christie and the Honourable James McKay, but not having been present when the negotiations were being conducted at the above mentioned places. do hereby for ourselves, and the Bands which we represent, agree to all the terms, conditions, covenants and engagements of whatever kind enumerated in the said treaty and accept the same as if we had been present, and had consented and agreed to the same when the treaty was first signed and executed.

Witness our hands at Fort Pitt, this ninth day of August, in the year of Our Lord one thousand eight hundred and seventy-seven.

Signed by the Chief and Headman (having been first read and explained by Peter Erasmus) in the presence of:

PETER ERASMUS,
RODERICK CAMPBELL.

M. G. DICKIESON, *Commissioner.*

PAY-MO-TAY-AH-SOO, his
 x
 mark.

KAH-SEE-MUT-A-POO, his
 x
 mark.

AAH-PAY-SIS, his
 x
 mark.
(KE-HI-WIN'S Headman.)

Signed at Edmonton this 21st day of August, in the year above written, by the undersigned Chiefs and Headmen, the whole having been first read and explained by Peter Erasmus, in the presence of:

RIC. HARDISTY,
H. LEDUC,
PETER ERASMUS,
W. D. JARVIS,

Inspector N. W. M. P.

his
ALEXIS x KEES-KEE-CHEE-CHI, *Chief.*
mark.
his
OO-MUS-IN-AH-SOO-WAW-SINEE, x *Headman.*
mark.
his
CATCHIS-TAH-WAY-SKUM, x *Chief.*
mark.
his
KOO-SAH-WAN-AS-KAY-O, x *Headman.*
mark.
his
PAHS-PAHS-CHASE, x
mark.
his
TAH-KOOTCH, x
mark.

Recorded 5th August, 1878.)

Liber 60, Folio 112. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 157 C.

We, members of the Cree Tribe of Indians having had explained to us the terms of the treaty made and concluded near Carlton on the 23rd day of August, and on the 28th day of said month respectively, and near Fort Pitt on the 9th day of September, 1876, between Her Majesty the Queen, by the Commissioners duly appointed to negotiate the said treaty, and the Plain and Wood Cree and other Tribes of Indians, inhabiting the country within the limits defined in said treaty, but not having been present at the council at which the articles of the said treaty were agreed upon, do now hereby for ourselves and the Band which we represent, in consideration of the provisions of the said treaty being extended to us and the Band which we represent, transfer, surrender, and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of the Government of the Dominion of Canada, all our right, title and interest whatsoever, which we and the said Band which we represent have held or enjoyed of, in and to the territory described, and fully set out in the said treaty, also, all our right, title and interest whatsoever to all other lands wherever situated, whether within the limits of any other treaty heretofore made, or hereafter to be made with Indians, or elsewhere in Her Majesty's territories, to have and to hold the same unto and for the use of Her Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several benefits, payments and reserves promised to the Indians under the Chiefs adhering to the said treaty at Fort Pitt; and solemnly engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of the Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves and the Band which we represent had been originally contracting parties thereto, and been present at the councils held near Fort Pitt, and had there attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Lieutenant-Governor and Indian Superintendent for the North-west Territories, and the Chief and Councillors of the Band hereby giving their adhesion to the said treaty, have hereunto subscribed and set

their hands at the Blackfoot Crossing of the Bow River, this twenty-fifth day of September, in the year of Our Lord one thousand eight hundred and seventy-seven.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been first explained to the Indians by the Rev. J. McDougall.

JAMES F. McLEOD, *Lieut.-Col.,*
Com. N.W.M.P.

CONSTANTINE SCOLLEN,
A. G. IRVINE, *Asst. Com. N.W.M.P.*
J. McDUGALL, *Missionary.*

Recorded 26th January, 1878: }
Lib. 27, Folio 519. }

L. A. CATELLIER,
Deputy Registrar General of Canada.

DAVID LAIRD, *Lieut.-Governor and*
Indian Superintendent of N.W.T.

KISKAQUIN, ^{his} x *Chief.*

or BOB-TAIL, mark.

MEMINOWATAW,

or ^{his} SOMETIMES GLAD. x. *Councillor.*
mark.

TCHOWEK

or ^{his} Passingsound, x, *Councillor.*
mark.

No. 157 D.

The undersigned Chiefs and Headmen of the Cree Nation having had communication of the treaty concluded between Her Majesty the Queen by Her Commissioners and certain Chiefs of the Cree Nation at Fort Pitt on the 9th day of September, 1876, agree to surrender our title to all the lands in the North-west Territories and to abide by all the promises set forth in the said treaty, on condition that all the payments, reserves of land, and promises named therein are secured to us by Her Majesty.

And the undersigned Superintendent of Indian Affairs for the North-west Territories on behalf of Her Majesty agrees that all the payments, reserves and promises named in the said treaty to be made to each Cree Chief and his Band shall be faithfully made and carried out to the Chiefs who have subscribed to this memorandum and to their people.

IN WITNESS WHEREOF, the undersigned Indian Superintendent and the undersigned Chiefs and Headmen have hereto set our hands this nineteenth day of August, one thousand eight hundred and seventy-eight.

Signed the day and year above written, after having been read and interpreted to the Chiefs and Headmen by Peter Erasmus, in the presence of:

JOHN FRENCH,
Sub-Inspector, N.W.M.P.
PETER ERASMUS.

DAVID LAIRD,

PUSKEE-YAH-KAY-WEE-YIN, ^{his} x
mark.

MAH-KAYO, ^{his} x
mark.

PAY-FRAHM-US-KUM-ICK-IN-UM, ^{his} x
mark.

ISADORE, ^{his} x
mark.

Recorded 2nd April, 1879. }
Lib. 45, Fol. 36. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 157 E.

We, the undersigned Chief and Headmen of the Plain Stony Tribe of Indians, having had communication of the treaty made and concluded near Carlton on the twenty-third and twenty-eighth days of August respectively, and near Fort Pitt on the ninth day of September, one thousand eight hundred and seventy-six, between

Her Majesty the Queen by Her Commissioners, and the Plain and Wood Crees and other Tribes of Indians, inhabitants of the country named therein, hereby for ourselves and the Band which we represent, in consideration of the provisions of the said treaty being extended to our Band, cede, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of the Government of the Dominion of Canada, all our right, title and privileges whatsoever to all lands in the North-west Territories, or elsewhere in Her Majesty's dominions, to have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty as therein stated, and solemnly promise and engage to abide by and carry out all the stipulations and obligations therein contained, on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves and our Band had originally been contracting parties thereto.

And Her Majesty the Queen, by Her representative, the Honourable David Laird, Indian Superintendent of the North-west Territories, agrees that all the payments and provisions named in the said treaty to be made to each Chief and his Band shall be faithfully made and fulfilled to the aforesaid Chief and his Band.

IN WITNESS WHEREOF, we, the said Indian Superintendent of the North-west Territories, and the said Chief and Headmen of the Stony Tribe of Indians, have hereto set our hands, at Battleford, this twenty-ninth day of August, one thousand eight hundred and seventy-eight.

Signed by the parties hereto in the presence of the undersigned witnesses, the same having been first explained to the Indians by Peter Ballendine:

JAMES WALKER,
Inspector N.W.M.P.
P. BALLENDINE,
HAYTER REED.

DAVID LAIRD,
Indian Superintendent.

his
SU-KE-MAN, or MISKETO, x
mark.
ETA-ME-PE-TON, or USES BOTH ARMS, x
mark.

his
NESO-AU-ASIS, or TWO CHILD, x
mark.

his
KA-WA-SA-SKO-TRE-PAH-IK, or LIGHTNING, x
mark.

Recorded 2nd April, 1879. }
Lib. 45, Folio 37. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 157 F.

We, the undersigned Chiefs and Headmen of the Wood Cree Tribe of Indians, having had communication of the treaty made and concluded near Carlton on the twenty-third and twenty-eighth days of August, respectively, and near Fort Pitt on the ninth day of September, one thousand eight hundred and seventy-six, between Her Majesty the Queen, by Her Commissioners, and the Plain and Wood Cree and other Tribes of Indians, inhabitants of the country named therein, hereby for ourselves and the Bands which we represent, in consideration of the provisions of the said treaty being extended to our Bands, cede, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of the Dominion of Canada, all our right, title and privileges whatsoever to all lands in the North-west Territories or elsewhere in Her Majesty's Dominions, to have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty as therein stated, and solemnly promise and engage to abide by and carry out all the stipulations and obligations therein contained, on the part of

said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves and our Bands had originally been contracting parties thereto.

And Her Majesty the Queen, by Her representative, the Honourable David Laird, Indian Superintendent of the North-west Territories, agrees that all the payments and provisions named in the said treaty to be made to each Chief and his Band shall be faithfully made and fulfilled to the aforesaid Chiefs and their Bands.

IN WITNESS WHEREOF, we, the said Indian Superintendent of the North-west Territories and the said Chiefs and Headmen of the Wood Cree Tribe of Indians, have hereto set our hands at Carlton this third day of September, one thousand eight hundred and seventy-eight.

Signed by the Chiefs and Councillors
within named, in presence of the fol-
lowing witnesses, the same having first
been explained by Peter Ballendine:

L. CLARKE,
A. E. FORGET,
P. BALLENDINE.

Recorded 2nd April, 1879.)

Lib. 45, Folio 39. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

DAVID LAIRD, *Indian Superintendent.*

his
KO-PAH-A-WA-KE-MUM, x *Chief.*

mark.
his
BANYIEL MARISTYO x *Councillor.*

mark.
his
JAMES (CHIEF SON) x *Councillor.*

mark.
his
SA-SE-WA-HUM, x

mark.
his
KENE-MO-TAY, x

mark.
his
MAS-E-NAS-CHOSE, x

mark.

No. 157 G.

We, the undersigned Indian Chief and Headmen, having had communication of the treaty made and concluded at Forts Carlton and Pitt in the summer of 1876, but not having been present at the conferences at which said treaty was negotiated, hereby agree to accept the terms and conditions of the said treaty and to abide thereby, in the same manner as if we had been present at the time the said treaty was first signed.

As witness our hands this eighteenth day of September, 1878.

Signed by the Chief and Headmen after
having been read and explained by
PETER ERASMUS.

his
MICHEL CALISTROIS, x

mark.

his
LOUIS PAY-PATSMAH-WAYO, x

mark.

Recorded 2nd April, 1879.)

Lib. 45, Folio 41. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

his
ACOO SEE, x

mark.

No. 157 H.

Whereas, Min-a-he-quo-sis, or Little Pine, a Cree Chief, on behalf of his Band and certain other Cree Indians, comprising twenty lodges, inhabitants of the country covered by the treaty commonly known as "Treaty No. 6," made between Her Majesty, the Queen, by Her Commissioners, the Honourable Alexander Morris, the

Honourable James McKay and the Honourable William Joseph Christie, of the one part ;

And the Plain and Wood Cree Tribes of Indians of the other part, at Carlton, on the twenty-third and twenty-eighth days of August, and near Fort Pitt on the ninth day of September, in the year of Our Lord one thousand eight hundred and seventy-six, who have not yet given in their adhesion to the said treaty, have presented themselves to Edgar Dewdney, Esquire, Indian Commissioner for the North-west Territories, and expressed a desire to join in the said treaty. And whereas the said Commissioner has recognized the said "Little Pine" as the Headman of his Band, and the said Band of twenty lodges have selected and appointed Pap-a-way, "The Lucky Man," one of their number as the Headman of their Band, and have presented him as such to the said Commissioner, who has recognized and accepted him as such Headman ;

NOW, THIS INSTRUMENT WITNESSETH that the said "Little Pine" and Pap-a-way or "the Lucky Man," for themselves and on behalf of the Bands which they represent, do transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of the Dominion of Canada, all their right, title and interest whatsoever which they have held or enjoyed of, in and to the territory described and fully set out in the said treaty ; also, all their right, title and interest whatsoever to all other lands wherever situated, whether within the limits of any other treaty heretofore made or hereafter to be made with Indians or elsewhere in Her Majesty's territories, to have and to hold the same unto and for the use of Her Majesty, the Queen, Her heirs and successors for ever. And do hereby agree to accept the several benefits, payments and reserves promised to the Indians adhering to the said treaty at Carlton and Fort Pitt on the dates above mentioned ; and further, do solemnly engage to abide by, carry out and fulfil all the stipulations, obligations and conditions contained on the part of the Indians therein named, to be observed and performed, and in all things to conform to the articles of the said treaty, as if the said "Little Pine" and Pap-a-way or "the Lucky Man," and the Bands whom they represent had been originally contracting parties thereto, and had been present at the treaty at Carlton and Fort Pitt, and had there attached their signatures to the said treaty.

IN WITNESS WHEREOF, Edgar Dewdney, Indian Commissioner for the North-west Territories, and the said "Little Pine" and Pap-a-way or "the Lucky Man," Headmen of the said Bands, hereby giving their adhesion to the said treaty, have hereunto subscribed and set their hands at Fort Walsh, in the said North-west Territories, this second day of July, in the year of Our Lord one thousand eight hundred and seventy-nine.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been explained to the Indians by the said Edgar Dewdney, Esq., Indian Commr., through the interpreters, Edwd. McKay and P. Leveille. }

EDGAR DEWDNEY,
Indian Commissioner.
his
"LITTLE PINE." x
mark.
his
"THE LUCKY MAN." x
mark.

JAMES F. McLEOD, *Commissioner N.W.M.P.*
A. G. IRVINE, *Assistant Commissioner N.W.M.P.*
FRANK NORMAN, *Staff Constable N.W.M.P.*

Recorded 30th August, 1879. }
Lib. 60, F. 326. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 158.

SURRENDER, by the Chief and Band of the Ojibway Indians residing on the Rama Reserve, in the County and Province of Ontario, and Dominion of Canada, to Her Majesty Queen Victoria, of a portion of lot number sixteen, in the sixth concession of the Township of Rama.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Rama Band of Ojibway Indians, resident on our reserve at Rama, in the County of Ontario, Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band, do hereby remise, release, surrender, quit claim and yield up unto our Sovereign Lady the Queen, Her heirs and successors forever,—

All and singular that certain parcel or tract of land situated, lying and being in our reserve in the Township of Rama aforesaid, being composed of the northerly portion of lot number sixteen in the sixth concession of the said Township of Rama, better known and described as follows, that is to say :—

Commencing at the north-east angle of the said lot sixteen in the sixth concession; thence south-easterly following the line between lots fifteen and sixteen, forty-one chains and sixty links (41. 60) to the northerly bank of "Black River"; thence in a south-westerly direction following the said northern bank to the line between lots sixteen and seventeen; thence north-westerly along the line between lots sixteen and seventeen four chains (4.00) more or less, to the aforesaid bank of river; thence following the said bank of river in a northerly and westerly direction, twenty-four chains (24) more or less to the line between the said lots sixteen and seventeen; thence following the said line twenty-three chains (23) to the southern limit of the line between the sixth and seventh concessions; thence easterly along said southern limit thirty chains more or less to the place of beginning—containing by admeasurement one hundred and sixteen acres (116) more or less.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever.

In trust, to sell and convey the same to such person or persons and upon such terms as the Government of this Dominion may deem most conducive to the interest of us and our people in all time to come.

And upon the further condition that any moneys received from the sale thereof shall, after deducting the usual expenses of management, be placed at interest, and the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants.

And we, the said Chief and Principal Men of the Rama Band of Ojibway Indians aforesaid, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the Government of the said Dominion may do or cause to be lawfully done in connection with the disposal and sale of said land.

IN WITNESS WHEREOF, we, the said Chief and Principal Men, have set our hands and affixed our seals unto this Instrument, in the year and at the place stated below.

Executed at Rama this tenth day of February, in the year of our Lord one thousand eight hundred and seventy-six.

Signed, sealed and delivered (having been first read and interpreted) in our presence:

WILLIAM PLUMMER,
Supt. Comr. I.A.
D. L. SANSON,
J. B. NANEGESHKUNG,
Chief.

J. B. NANEGESHKUNG, <i>Chief,</i>	[L.S.]
PETER JACOBS,	[L.S.]
ELISHA SANDY,	[L.S.]
GEORGE SNAKE,	[L.S.]
JOSEPH ST. GERMAIN,	[L.S.]
JOHN WILLIAMS,	[L.S.]
MICHAEL ST. GERMAIN,	[L.S.]
WILLIAM SNAKE, x	[L.S.]
JOHN SIMCOE, JR., x	[L.S.]
JACOB SHILLING, x	[L.S.]
JAMES BENSON.	[L.S.]

DOMINION OF CANADA, }
 PROVINCE OF ONTARIO. }
 To Wit: }

Personally appeared before me William Plummer, of the city of Toronto, in the said Province, Indian Superintendent and Commissioner, and Joseph Benson Naningishkung, of the Township of Rama, in the County and Province aforesaid, Chief of the Rama Band of Ojibway Indians, who, being duly sworn, severally depose and say ; and the said William Plummer, for himself, saith that the annexed release or surrender was assented to by the said Joseph Benson Naningishkung, he being a Chief, and the only Chief of the said Tribe or body of Indians, assembled at a meeting or council of the Band summoned for that purpose.

That he was duly authorized to attend such council by the Minister of the Interior.

That the meeting or council was held in his presence, and he heard such assent given.

And the said Joseph Benson Naningishkung for himself saith :

That he is a Chief, and the only Chief of the Rama Band of Indians aforesaid, and was entitled to vote at the council or meeting above mentioned.

That the annexed release or surrender has been assented to by him.

That such assent was given at a meeting or council of the Band summoned for that purpose at which he was present, and also the said other deponent William Plummer.

Sworn before me by the said deponents, }
 William Plummer and Joseph Benson }
 Naningishkung, this eleventh day of }
 February, 1876. }

WILLIAM PLUMMER,
 J. B. NANEGESHKUNG.

JAS. ROBT. GOWAN,

Senior Judge Co. Ct., Co. Simcoe.

Recorded 28th May, 1877. }
 Liber S., Folio 441. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 159.

THIS INDENTURE, made in duplicate, the fifth day of May, one thousand eight hundred and seventy-six, in pursuance of the Act to facilitate the conveyance of real property, intituled: "An Act respecting Short Forms of Conveyances."

Between John Moon Trenouth, of the Township of Rama, in the County of Ontario, in the Province of Ontario, in the Dominion of Canada, Lumberer, of the first part :

Her Majesty Queen Victoria of the second part :

And Agnes Ann Trenouth (wife of the said party of the first part), of the third part :

WITNESSETH, that in consideration of the sum of six hundred and eighty dollars of lawful money of Canada, now paid by Her Majesty to him, the said party of the first part (the receipt whereof is hereby acknowledged), he, the said party of the first part, doth grant and surrender unto Her Majesty the Queen, Her heirs and successors forever :

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Rama, in the County of Ontario, in the Province of Ontario, in the Dominion of Canada, containing by admeasurement one hundred acres of land, more or less, known and described as and being composed of the south half of lot number eighteen in the fifth concession of the said Township of Rama.

To have and to hold unto Her Majesty the Queen Her heirs and successors forever.

The said party of the first part covenants with Her Majesty the Queen that he hath the right to convey the said lands to Her Majesty, notwithstanding any act of the said party of the first part, or of any other person or persons whomsoever.

And that Her Majesty the Queen shall have quiet possession of the said lands, free from all encumbrances.

And the said party of the first part covenants with Her Majesty the Queen, that he will execute such further assurances of the said lands as may be requisite.

And the said party of the first part covenants with Her Majesty the Queen that he hath done no act to encumber the said lands.

And the said party of the first part surrenders and releases to Her Majesty the Queen all his claims upon the said lands.

And the said party of the third part, wife of the said party of the first part, hereby bars her dower in the said lands.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered)	JOHN M. TRENOUTH,	[L.S.]
in the presence of }	AGNES ANN TRENOUTH,	[L.S.]
T. J. DECATIN. }		

Received on the day of the date of this Indenture, from the therein named party of the second part, Her Majesty the Queen, the sum of six hundred and eighty dollars, being the amount therein specified to be paid to me.

Witness: }	JOHN M. TRENOUTH,	[L.S.]
T. J. DECATIN. }		

CANADA, }
 PROVINCE OF ONTARIO, }
 COUNTY OF SIMCOE, }
 To Wit: }

I, Thomas James Decatin, of the Town of Orillia, in the County of Simcoe, law student, make oath and say :

1. That I was personally present and did see the within Indenture and a duplicate thereof duly signed, sealed and executed by John Moon Trenouth and Agnes Ann Trenouth, two of the parties thereto.

2. That the said Indenture was executed at the said Town of Orillia.

3. That I know the said parties.

4. And that I am a subscribing witness to the said Indenture and duplicate.

Sworn before me, at the Town of }
 Orillia, in the County of Simcoe, }
 this fifth day of May, A.D., 1876. }

THOS. J. DECATIN.

FRANK EVANS,

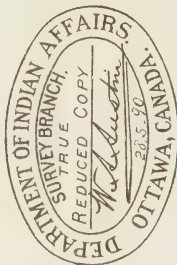
A Commr. for taking Affidavits, &c., for said County.

I certify that the within Instrument is duly entered and registered in the Registry Office for the County of Ontario, in Book 143, for the Township of Rama, at 1 o'clock, 20 minutes p.m., of the 29th day of May, A.D. 1877. Number 441.

J. HAM PERRY,
Regr.

Gulf

Shore



Highway from Fisher's Grant to Boat Harbor

No. 1.

(c o l o r e d

No. 2

red

in No. 3. original)

No. 4

Ives Property

A

James Spool

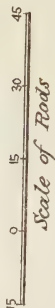
Note: Lots No. 1, 2, and 3, enclosed in Red lines show the Indian property as it will stand if the transfer be made.
Lot No. 2 The Spoil Land containing 11 Acres to be given to the Indians in exchange for Lot No. 4 containing 16 Acres.

Ducham, Peter M.S.

June 20, 1876

(Sd) James S. Fraser

Land Surveyor



Boat Harbor

No. 160.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Micmac Band of Indians in the County of Pictou, resident on our Reserve at Fisher's Grant, in the said County, in the Province of Nova Scotia and Dominion of Canada, for and acting on behalf of the whole people of our said Band, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever :

All and singular that certain parcel of land, situated, lying and being in our reserve, aforesaid, and which may be more particularly known and described as follows, as laid down on the plan hereunto annexed :

Beginning at the south-eastern angle of a lot of land belonging to William Ives, merchant, of Pictou; thence to run south forty-one degrees, east sixty-three rods and twelve links to a stake and stones; thence north twenty-five degrees, east forty-seven rods and ten links to a stake and stones; thence north forty-one degrees, west fifty rods to the north-west angle of said William Ives' land; and thence south forty-nine degrees, west forty-five rods along said land to the place of beginning, containing sixteen acres more or less.

To have and to hold the same unto Her Majesty the Queen, Her heirs and successors, forever.

In trust, to convey the same to James Gillis Sproule, of Fisher's Grant aforesaid, in exchange for a like parcel of land belonging to him and lying and being between our two reserves, and for the purpose of connecting the said two reserves, and which may be more particularly known and described as follows, as laid down on the plan hereunto annexed : Beginning at the south side of the highway leading from Fisher's Grant to Boat Harbour at the south-west angle of the Indian lot of land known as the Donahoe property ; thence south forty-one degrees, east sixty-three rods and twelve links along said property to the south-east angle of said lot ; thence south forty-nine degrees, west thirty rods to the Indian property purchased from William Ives; thence north forty-one degrees, west forty-four rods to a stake and stones; thence north twenty-five degrees, east thirty-two rods to the place of beginning, containing eleven acres, more or less.

And we, the said Chief and Principal Men of the Band of Micmac Indians aforesaid, do, on behalf of our people, and for ourselves, hereby ratify and confirm, and promise to ratify and confirm whatever the Government of the Dominion of Canada may do, or cause to be lawfully done in connection with the conveyance and exchange of the said parcel of land hereby surrendered.

IN WITNESS WHEREOF, we, the said Chief and Principal Men have hereunto set our hands and seals.

Executed at Merigomish, this 28th day of July one thousand eight hundred and seventy-six.

Signed, sealed and delivered, having been previously read and interpreted in our presence. }

PAUL PAUL, *Chief*, [L.S.]
And eleven other Indians, members of the Band.

CANADA, }
PROVINCE OF NOVA SCOTIA, }
To Wit: }

Personally appeared before me the Reverend Ronald Macdonald, P.P., of the Town of Pictou, in the said Province, Indian Agent, and Paul Paul, of Indian Cove, in the County of Pictou, Chief of the Band of Micmac Indians, in the County of Pictou, who being duly sworn severally depose and say: That the annexed release or surrender was duly assented to by a majority of the male members of the said Band of the full age of twenty-one years, at a meeting or council thereof summoned for

that purpose according to their rules, and held in the presence of the said Ronald Macdonald, Indian Agent, who was duly authorized to attend such council by the Superintendent-General of Indian Affairs.

Sworn before me by the said depon-
ents, the Rev. R. Macdonald and
Paul Paul, this 8th day of Nov., 1876.

R. MACDONALD, P.P.
his
PAUL x PAUL.
mark.

And I do hereby certify that I read over the above affidavit to the said Paul Paul, and that he seemed perfectly to understand the same and made his mark thereto in my presence.

JAMES FOGO,
Judge of Probate.

Recorded 4th June, 1877.
Lib. S., Folio 444. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 161.

{ Seal of the }
{ Province of Quebec. }
L. A. CATELLIER,
CANADA, }
PROVINCE OF QUEBEC. }

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland,
QUEEN, Defender of the Faith, &c., &c., &c.

To all to whom these Presents shall come,—GREETING :

WHEREAS, the Honourable David Mills, Superintendent General of Indian Affairs, in Our Dominion of Canada, in trust for the Band of Amalecite Indians of the Province of Quebec, has contracted and agreed with our Commissioner for the sale of our Crown lands, duly authorized by us in this behalf, for the absolute purchase, at and for the price or sum of one hundred and nineteen dollars and seventy cents, of lawful money of our said Province, of the lands and tenements hereinafter mentioned and described, of which we are seized in right of Our Crown.

NOW KNOW YE, that in consideration of the said sum of one hundred and nineteen dollars and seventy cents, by him the said David Mills, to Our said Commissioner of Crown Lands, in hand well and truly paid to Our use, at or before the sealing of these Our letters patent, We have granted, sold, alienated, conveyed and assured, and by these presents do grant, sell, alienate, convey and assure unto the said David Mills, and his successors in office for ever, all those parcels or tracts of lands situate, lying and being in the Township of Whitworth, in the County of Temiscouata, in Our said Province, containing by admeasurement three hundred and ninety-nine acres, be the same more or less, together with the usual allowance for highways; which said parcels or tracts of land may be otherwise known as follows, that is to say: The lots numbers twenty-seven, twenty-eight and twenty-nine, in the Twelfth Range of the Township of Whitworth aforesaid, the said lots containing each one hundred and thirty-three acres.

To have and to hold the said parcels or tracts of land and premises hereinbefore given, granted and confirmed of Us, Our heirs and successors, unto and to the use of Our said grantee and his successors in office forever, in free and common soccage, by fealty only, in like manner as lands are holden in free and common soccage in that part of Great Britain called England.

And We do hereby direct and appoint that within six months from the day of the date of these Presents, a copy of this Our grant shall be registered in the office

of Our Registrar for Our said Province of Quebec, and that in default thereof the said land and premises hereby granted shall revert and escheat to Us, Our heirs and successors and become the absolute property of Us or them, in the same manner as if the present grant had never been made; anything herein contained to the contrary in any wise notwithstanding.

Given under the Great Seal of Our Province of Quebec: Witness, Our Trusty and Well-Beloved the Honourable Luc Letellier de St. Just, Lieutenant-Governor of Our Province of Quebec.

At Quebec, this thirteenth day of March, in the year of Our Lord one thousand eight hundred and seventy-seven, and in the fortieth year of Our reign.

Reference No. 5237 Cr.

By command,

TH. J. JOLICOEUR,

Assistant Secretary.

E. E. TACHÉ,

Assistant Commr. of Crown Lands.

Recorded 20th March, 1877. }

Lib. No. 27, Fol. 110. }

TH. J. JOLICOEUR,

Deputy Provincial Registrar.

No. 162.

KNOW ALL MEN BY THESE PRESENTS, that I, Philip McDonald, of the Town of Baddeck, in the County of Victoria, in the Province of Nova Scotia, in the Dominion of Canada, merchant, and Mary McDonald, wife of the aforesaid Philip McDonald, for and in consideration of the sum of three hundred and thirty dollars and seventy-five cents to me in hand paid, the receipt whereof I do hereby acknowledge, do hereby surrender and for ever quit claim unto Her Majesty the Queen, in trust for the use and benefit of the Micmac Indians, all those certain parcels or tracts of lands and premises known and described as follows, being composed of the islands at the mouth of Middle River, in the Wagamatekook Indian Reserve, and which may be described as follows, viz.:-

The six small islands at the mouth of the aforesaid Middle River, numbered one, two, three, four, five and six, and the several islets in close proximity to each of the islands, numbered four and five, and other accretions or late formations of earth added to or about the said described premises. To have and to hold the above described premises for and on behalf of the aforesaid Micmac Indians.

IN WITNESS WHEREOF, I, the said Philip McDonald, do hereby attach my seal and signature, and I, the said Mary McDonald, wife of the aforesaid Philip McDonald, do also, in bar of any and all dower on the premises hereby surrendered, attach hereto my seal and signature this twentieth day of August, in the year of our Lord one thousand eight hundred and seventy-seven.

Signed, sealed and delivered in
presence of
L. VANKOUGHNET.

PHILIP McDONALD, [L.S.]
MARY McDONALD, [L.S.]

Province of Ontario, }
Co. of Carleton. }

I, Lawrence Vankoughnet, of the City of Ottawa, in the County of Carleton, Deputy Superintendent-General of Indian Affairs, make oath and say :

That I was personally present and did see Philip McDonald and Mary McDonald, named in the annexed deed of surrender, sign, seal and execute the annexed

deed of surrender. That the said deed was executed at the Village of Baddeck, in the County of Victoria. That I know the said Philip McDonald and Mary McDonald. That I am a subscribing witness to the said annexed deed of surrender.

Sworn before me at Ottawa, this fifth }
day of December, A.D. 1877. Wit- }
ness my hand and official seal as }
Notary Public, Province of Ontario. }
C. H. PINHEY, *Notary Public.* }

And I have signed,

L. VANKOUGHNET.

PROVINCE OF NOVA SCOTIA, }
COUNTY OF VICTORIA. }

OFFICE OF REGISTRAR OF DEEDS,
BADDECK, 18th June, 1880.

I certify that this deed was registered in this office, in book Letter J, pages 376 and 377, at 10 o'clock a.m., on this the eighteenth day of June, A.D. one thousand eight hundred and eighty, on the foregoing certificate of C. H. Pinhey, Esq., Notary Public.

ALEXR. TAYLOR, JR.,
Registrar.

OFFICE OF REGISTRAR OF DEEDS,
BADDECK, 18th June, 1880.

PROVINCE OF NOVA SCOTIA, }
COUNTY OF VICTORIA. }

I certify that at ten o'clock a.m., on this the eighteenth day of June, A.D. one thousand eight hundred and eighty, the foregoing deed was produced for registry in this office, and was then and therein duly registered by me pursuant to law, on the foregoing certificate of C. H. Pinhey, Esquire, Notary Public.

Entered, Book J., pages 376 and 377.

ALEXR. TAYLOR, JR.,
Registrar.

Recorded, 2nd November, 1877. }
Liber 27, Folio 386. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 163.

ARTICLES OF A TREATY made and concluded this twenty-second day of September, in the year of Our Lord, one thousand eight hundred and seventy-seven. Between Her Most Gracious Majesty the Queen of Great Britain and Ireland by Her Commissioners the Honourable David Laird, Lieutenant-Governor and Indian Superintendent of the North-west Territories, and James Farquharson Macleod, C.M.G., Commissioner of the North-west Mounted Police, of the one part, and the Blackfeet, Blood, Piegan, Sarcee, Stoney and other Indians, inhabitants of the territory north of the United States boundary line, east of the Central Range of the Rocky Mountains and south and west of Treaties numbers six and four, by their Head Chiefs and Minor Chiefs or Councillors chosen as hereinafter mentioned, of the other part.

WHEREAS the Indians inhabiting the said territory have, pursuant to an appointment made by the said Commissioners, been convened at a meeting at the "Black-foot Crossing" of the Bow River to deliberate upon certain matters of interest to Her Most Gracious Majesty of the one part and the said Indians of the other.

And whereas, the said Indians have been informed by Her Majesty's Commissioners that it is the desire of Her Majesty to open up for settlement and such other purposes as to Her Majesty may seem meet a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of Her Indian subjects inhabiting the said tract, and to make a treaty and arrange with them, so that there may be peace and good-will between them and Her Majesty ; and between them and

Her Majesty's other subjects; and that Her Indian people may know and feel assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in council, and being requested by Her Majesty's Commissioners to present their Head Chiefs and Minor Chiefs or Councillors, who should be authorized on their behalf to conduct such negotiations, and sign any treaty to be founded thereon, and to become responsible to Her Majesty for the faithful performance by their respective Bands of such obligations as should be assumed by them—the said Blackfeet, Blood, Piegan and Sarcee Indians have therefore acknowledged for that purpose the several Head and Minor Chiefs; and the said Stoney Indians, the Chiefs and Councillors who have subscribed hereto; that thereupon in open council the said Commissioners received and acknowledged the Head and Minor Chiefs and Chiefs and Councillors presented for the purpose aforesaid.

And whereas the said Commissioners have proceeded to negotiate a treaty with the said Indians, and the same has been finally agreed upon and concluded as follows, that is to say : The Blackfeet, Blood, Piegan, Sarcee, Stoney and other Indians inhabiting the district hereinafter more fully described and defined do hereby cede, release, surrender and yield up to the Government of Canada for Her Majesty the Queen and Her successors forever, all their rights, titles and privileges whatsoever to the lands included within the following limits, that is to say:

Commencing at a point on the International Boundary due south of the western extremity of the Cypress Hills; thence west along the said boundary to the central range of the Rocky Mountains or to the boundary of the Province of British Columbia; thence north-westerly along the said boundary to a point due west of the source of the main branch of the Red Deer River; thence south-westerly and southerly following on the boundaries of the tracts ceded by the treaties numbered six and four to the place of commencement.

And also all their rights, titles and privileges whatsoever to all other lands wherever situated in the North-west Territories, or in any other portion of the Dominion of Canada.

To have and to hold the same to Her Majesty the Queen and Her successors forever.

And Her Majesty the Queen hereby agrees with Her said Indians, that they shall have right to pursue their vocations of hunting throughout the tract surrendered as heretofore described, subject to such regulations as may from time to time be made by the Government of the country, acting under the authority of Her Majesty, and saving and excepting such tracts as may be required or taken up from time to time for settlement, mining, trading or other purposes by Her Government of Canada, or by any of Her Majesty's subjects duly authorized therefor by the said Government.

It is also agreed between Her Majesty and Her said Indians that reserves shall be assigned them of sufficient area to allow one square mile for each family of five persons, or in that proportion for larger and smaller families, and that said reserves shall be located as follows, that is to say :

First, the reserves of the Blackfeet, Blood and Sarcee Bands of Indians shall consist of a belt of land on the north side of the Bow and South Saskatchewan Rivers, of an average width of four miles along said rivers, down stream, commencing at a point on the Bow River twenty miles north-westerly of the Blackfeet crossing thereof, and extending to the Red Deer River at its junction with the South Saskatchewan; also, for the term of ten years, and no longer, from the date of the concluding of this treaty, when it shall cease to be a portion of said Indian reserves, as fully, to all intents and purposes, as if it had not at any time been included therein, and without any compensation to individual Indians for improvements; of a similar belt of land on the south side of the Bow and Saskatchewan Rivers, of an average width of one mile along said rivers, down stream, commencing at the aforesaid point

on the Bow River, and extending to a point one mile west of the coal seam on said river, about five miles below the said Blackfeet Crossing, beginning again one mile east of the said coal seam and extending to the mouth of Maple Creek, at its junction with the South Saskatchewan; and beginning again at the junction of the Bow River with the latter river, and extending on both sides of the South Saskatchewan in an average width on each side thereof of one mile; along said river against the stream to the junction of the Little Bow River with the latter river; reserving to Her Majesty, as may now or hereafter be required by Her for the use of Her Indian and other subjects from all the reserves hereinbefore described, the right to navigate the above-mentioned rivers, to land and receive fuel and cargoes on the shores and banks thereof, to build bridges and establish ferries thereon, to use the fords thereof, and all the trails leading thereto, and to open such other roads through the said reserves as may appear to Her Majesty's Government of Canada necessary for the ordinary travel of Her Indian and other subjects, due compensation being paid to individual Indians for improvements when the same may be in any manner encroached upon by such roads.

Secondly, that the reserve of the Piegan Band of Indians shall be on the Old Man's River, near the foot of the Porcupine Hills, at a place called "Crow's Creek."

And thirdly, the reserve of the Stoney Band of Indians shall be in the vicinity of Morleyville. In view of the satisfaction of Her Majesty with the recent general good conduct of Her said Indians, and in extinguishment of all their past claims, She hereby, through Her Commissioners, agrees to make them a present payment of twelve dollars each in cash, to each man, woman and child of the families here represented.

Her Majesty also agrees that next year, and annually afterwards forever, She will cause to be paid to the said Indians in cash, at suitable places and dates of which the said Indians shall be duly notified, to each Chief twenty-five dollars, each Minor Chief or Councillor (not exceeding fifteen Minor Chiefs to the Blackfeet and Blood Indians and four to the Piegan and Sarcee Bands, and five Councillors to the Stoney Indian Bands), fifteen dollars, and to every other Indian of whatever age five dollars, the same, unless there be some exceptional reason, to be paid to the heads of families for those belonging thereto.

Further, Her Majesty agrees that the sum of two thousand dollars shall hereafter every year be expended in the purchase of ammunition for distribution among the said Indians; provided that if at any future time ammunition becomes comparatively unnecessary for said Indians, Her Government, with the consent of said Indians, or any of the Bands thereof, may expend the proportion due to such Band otherwise for their benefit.

Further, Her Majesty agrees that each Head Chief and Minor Chief, and each Chief and Councillor duly recognized as such, shall once in every three years, during the term of their office, receive a suitable suit of clothing, and each Head Chief and Stoney Chief in recognition of the closing of the treaty, a suitable medal and flag, and next year, or as soon as convenient each Head Chief and Minor Chief and Stoney Chief shall receive a Winchester rifle.

Further, Her Majesty agrees to pay the salary of such teachers to instruct the children of said Indians as to Her Government of Canada may seem advisable, when the said Indians are settled on their reserves and shall desire teachers.

Further, Her Majesty agrees to supply each Head and Minor Chief and each Stoney Chief, for the use of their Bands, ten axes, five hand-saws, five augers, one grindstone, and the necessary files and whetstones.

And further, Her Majesty agrees that the said Indians shall be supplied as soon as convenient, after any Band shall make due application therefor, with the following cattle for raising stock, that is to say: For every family of five persons and under, two cows; for every family of more than five persons and less than ten persons, three cows; for every family of over ten persons, four cows; and every Head and Minor Chief and every Stoney Chief, for the use of their Bands, one bull;

but if any Band desire to cultivate the soil as well as raise stock, each family of such Band shall receive one cow less than the above mentioned number, and in lieu thereof, when settled on their reserves and prepared to break up the soil, two hoes one spade, one scythe and two hay forks, and for every three families one plough and one harrow; and for each Band enough potatoes, barley, oats and wheat (if such seeds be suited for the locality of the reserves) to plant the land actually broken up. All the aforesaid articles to be given once for all for the encouragement of the practice of agriculture among the Indians.

And the undersigned Blackfeet, Blood, Piegan, and Sarcee Head Chiefs and Minor Chiefs, and Stoney Chiefs and Councillors, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to strictly observe this Treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will, in all respects, obey and abide by the law; that they will maintain peace and good order between each other, and between themselves and other tribes of Indians and between themselves and others of Her Majesty's subjects, whether Indians, Half-breeds or whites, now inhabiting or hereafter to inhabit any part of the said ceded tract; and that they will not molest the person or property of any inhabitant of such ceded tract, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tract, or any part thereof, and that they will assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this Treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioners, and the said Indian Head and Minor Chiefs, and Stoney Chiefs and Councillors, have hereunto subscribed and set their hands at the "Blackfoot Crossing" of the Bow River the day and year herein first above written.

Signed by the Chiefs and Councillors }
within named, in presence of the fol- }
lowing witnesses, the same having }
been first explained by James Bird, }
Interpreter.

A. G. IRVINE, *Ass't Comr. N.W.M.P.*

J. McDUGALL, *Missionary.*

JEAN L'HEUREUX.

W. WINDER, *Inspector.*

T. N. F. CROZIER, *Inspector.*

E. DALRYMPLE CLARK, *Lt. and Adj't.,*
N.W.M.P.

A. SHURTLIFF, *Sub-Inspector.*

C. E. DENING, *Sub-Inspector.*

W. D. ANTROBUS, *Sub-Inspector.*

FRANK NORMAN, *Staff Constable.*

MARY J. MACLEOD,

JULIA WINDER,

JULIA SHURTLIFF,

E. HARDISTY,

A. McDUGALL,

E. A. BARRETT,

CONSTANTINE SCOLLEN, *Priest.*

Witness to signatures of Stonixosak and
those following:

CHARLES E. CONRAD,

THOS. J. BOGG.

DAVID LAIRD, *Lt.-Gov. of North-west Ter-
ritories and Special Indian Commis-
sioner.*

JAMES F. MACLEOD, *Lt.-Col., Com. N.W.
M.P., and Special Indian Comr.*

CHAPO-MEXICO, or CROWFOOT, ^{his} x
^{mark.}
Head Chief of the South Blackfeet.

MATOSE-APIW, or OLD SUN, ^{his} x
^{mark.}
Head Chief of the North Blackfeet.

STAMIXOTOCAN, or BULL HEAD, ^{his} x
^{mark.}
Head Chief of the Sarcees.

MEKASTO, or RED CROW, ^{his} x
^{mark.}
Head Chief of the South Bloods.

NATOSE-ONISTORS, or MEDICINE CALF, ^{his} x
^{mark.}

POKAPIW-OTOCAN, or BAD HEAD, ^{his} x
^{mark.}

SOTENAH, or RAINY CHIEF, ^{his} x
^{mark.}
Head Chief of the North Bloods.

TAKOYE-STAMIX, or FIEND BULL,	his x mark.	
AKKA-KITCIPIMIWIW-OTAS, or MANY SPOTTED	his x mark.	
HORSES,	his x mark.	
ATTISTAH-MACAN, or RUNNING RABBIT,	his x mark.	
PITAH-PEKIS, or EAGLE RIB,	his x mark.	
SAKOYE-AOTAN, or HEAVY SHIELD,	his x mark.	
<i>Head Chief of the Middle Blackfeet.</i>		
YOATZE-TAPITAPIW, or SETTING ON AN EAGLE	his x mark.	
TAIL,	his x mark.	
<i>Head Chief of the North Piegiens.</i>		
AKKA-MAKKOYE, or MANY SWANS,	his x mark.	
APENAKO-SAPOP, or MORNING PLUME,	his x mark.	
MAS-GWA-AH-SID, or BEAR'S PAW,	his x mark.	Stoney Chiefs.
CHE-NE-KA, or JOHN,	his x mark.	
KI-CHI-PWOT, or JACOB,	his x mark.	
STAMIX-OSOK, or BULL BACFAT,	his x mark.	
EMITAH-APISKINNE, or WHITE STRIPED	his x mark.	
DOG,	his x mark.	
MATAPI-KOMOTZIWI, or THE CAPTIVE or	his x mark.	
STOLEN PERSON,	his x mark.	
APAWAWAKOSOW, or WHITE ANTELOPE,	his x mark.	
MAKOYE-KIN, or WOLF COLLAR,	his x mark.	
AYE-STIPIS-SIMAT, or HEAVILY WHIPPED,	his x mark.	
KISSOUM, or DAY LIGHT,	his x mark.	
PITAH-OTOCAN, or EAGLE HEAD,	his x mark.	
APAW-STAMIX, or WEASEL BULL,	his x mark.	

Stoney Councillors.

ONISTAH-POKAH, or WHITE CALF,	x	his
	mark.	his
NETAH-KITEI-PI-MEW, or ONLY SPOT,	x	mark.
		his
AKAH-OTOS, or MANY HORSES,	x	mark.
		his
STOKIMATIS, or THE DRUM,	x	mark.
		his
PITAH-ANNES, or EAGLE ROBE,	x	mark.
		his
PITAH-OTSIKIN, or EAGLE SHOE,	x	mark.
STAMIX-OTA-KA-PIW, or BULL TURN		
ROUND,	x	his
	mark.	
MASTE-PITAH, or CROW EAGLE,	x	his
		mark.
JAMES DIXON,	x	his
	mark.	his
ABRAHAM KECHEPWOT,	x	mark.
		his
PATRICK KECHEPWOT,	x	mark.
		his
GEORGE MOY-ANY-MEN,	x	mark.
		his
GEORGE CRAWLOR,	x	mark.
		his
EKAS-KINE, or LOW HORN,	x	mark.
		his
KAYO-OKOSIS, or BEAR SHIELD,	x	mark.
		his
PONOKAH-STAMIX, or BULL ELK,	x	mark.
		his
OMAKSI SAPOP, or BIG PLUME,	x	mark.
		his
ONISTAH, or CALF ROBE,	x	mark.
		his
PITAH-SIKSINUM, or WHITE EAGLE,	x	mark.
		his
APAW-ONISTAW, or WEASEL CALF,	x	mark.
		his
OTTISTA-HAES, or RABBIT CARRIER,	x	mark.
		his
PITAH, or EAGLE,	x	mark.
		his
PITAH-ONISTAH, or EAGLE WHITE CALF,	x	mark.
		his
KAYE-TAPO, or GOING TO BEAR,	x	mark.

We, the members of the Blackfoot Tribe of Indians, having had explained to us the terms of the treaty made and concluded at the Blackfoot Crossing of the Bow River on the twenty-second day of September, in the year of our Lord one thousand eight hundred and seventy-seven.

Between Her Majesty the Queen, by Her Commissioners duly appointed to negotiate the said treaty, and the Blackfeet, Blood, Piegan, Sarcee, Stoney and other Indian inhabitants of the country within the limits defined in the said treaty, but not having been present at the councils at which the articles of the said treaty were agreed upon, do now hereby, for ourselves and the Bands which we represent, in consideration of the provisions of the said treaty being extended to us and the Bands which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors to and for the use of Her Government of the Dominion of Canada, all our right, title and interest whatsoever which we and the said Bands which we represent have held or enjoyed, of, in and to the territory described and fully set out in the said treaty; also, all our right, title and interest whatsoever to all other lands wherever situated, whether within the limits of any other treaty heretofore made or hereafter to be made with Indians, or elsewhere in Her Majesty's Territories, to have and to hold the same unto and for the use of Her Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several benefits, payments and reserves promised to the Indians under the Chiefs adhering to the said treaty at the Blackfoot Crossing of the Bow River; and we solemnly engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of the Chiefs and Indians therein named, to be observed and performed and in all things to conform to the articles of the said treaty, as if we ourselves and the Bands which we represent had been originally contracting parties thereto and had been present at the councils held at the Blackfoot Crossing of the Bow River, and had there attached our signatures to the said treaty.

IN WITNESS WHEREOF, James Farquharson Macleod, C.M.G., one of Her Majesty's Commissioners appointed to negotiate the said treaty, and the Chief of the Band hereby giving their adhesion to the said treaty, have hereunto subscribed and set their hands, at Fort Macleod, this fourth day of December, in the year of Our Lord one thousand eight hundred and seventy-seven.

Signed by the parties hereto in
the presence of the undersigned
witnesses, the same having been
explained to the Indians by the
said James Farquharson Mac-
leod, one of the Commissioners
appointed to negotiate the said
treaty, through the Interpreter,
Jerry Potts, in the presence of:

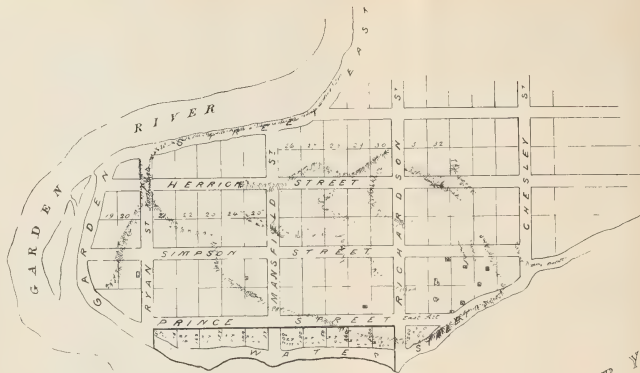
JAMES F. MACLEOD, Lt. Col.,
Special Indian Commissioner,
his
NEAUX RISTOMACH, x
mark.
(Three Bulls.)

A. G. IRVINE,
Assist. Comr.
E. DALRYMPLE CLARK,
Lieut.-Adjt., N.W.M.P.
CHARLES E. CONRAD.
W. WINDER,
Inspector.

Recorded 18th February, 1878.

Lib. 60, Folio 66.

L. A. CATELLIER,
Dep. Registrar-General of Canada.



MARY

RIVER ST

No. 164.

We, the undersigned Chief and Principal Men of the Band of Indians owning the tract of land known as Reserve No. 16 (sixteen), and described in the treaty effected on the ninth day of September, in the year of Our Lord one thousand eight hundred and fifty, with the Chiefs and Principal Men of the Ojibeway Tribe of Indians inhabiting and claiming the eastern and northern shores of Lake Huron by the Honourable William Benjamin Robinson on behalf of Her Majesty the Queen of Great Britain and Ireland as Parry Island, being situated at Parry Sound, on the north shore of Lake Huron, in the Province of Ontario and Dominion of Canada, and laid down on a plan by John Houghton Dennis, Provincial Land Surveyor, dated 9th September, 1850, on file in the head office of Indian Affairs at Ottawa, in full council of our said Band assembled at Parry Island on this 24th day of September, in the year of Our Lord one thousand eight hundred and seventy-one, do hereby consent and agree to surrender, and by this Instrument do surrender to Her Gracious Majesty aforesaid, Her heirs and successors, in trust, to be sold for the joint benefit of our Band aforesaid, on such terms and conditions as to Her said Majesty's Government of Canada shall seem proper, the whole of the merchantable timber on our said reserve. The entire proceeds of the sale of said timber to be invested for our sole joint benefit and for the benefit of our descendants for all time to come, in such manner as to the said Government of Canada shall seem to be most conducive to the interests of our said Band.

IN WITNESS WHEREOF, we the undersigned Chiefs and Principal Men of the Band aforesaid, and as representing the entire said Band, have hereunto set our hands and affixed our seals on the day and in the year first above written, in the presence of our Superintendent, William Plummer, Esquire, who has been duly authorized to accept and approve of the said surrender.

PAGAIMAGAHBOUGH, <i>Chief,</i>	x	[L.S.]
SHI-SHEGWAMEE, <i>2nd Chief,</i>	x	[L.S.]
WAINDAMEYANCE,	x	[L.S.]
SA-MAIBAH,	x	[L.S.]
MAISH-KE-GAH-BON,	x	[L.S.]
AH-GE-JAH-KONCE,	x	[L.S.]
SHAH-WON,	x	[L.S.]
MENO-MINEE,	x	[L.S.]
SAUG-HUTAB,	x	[L.S.]
OGAH-BAIGEZHUK-GOO,	x	[L.S.]
JOHN BAHGAHMIGABOW,	x	[L.S.]

On behalf of Her Majesty the Queen of Great Britain and Ireland, I hereby accept the surrender above made by the Chiefs and Principal Men of the Band owning the reserve called "Parry Island Reserve," at Parry Sound, on the north shore of Lake Huron, of the merchantable timber on the said reserve.

Wm. PLUMMER,
Supt. and Comr. of Indian Affairs.

No. 165.

KNOW ALL MEN-BY THESE PRESENTS, that we, the Chief and Principal Men of the Band of Indians owning the Indian Reserve lands at Garden River, in the Province of Ontario, being this day assembled in council, have agreed to surrender and yield up unto Her Most Gracious Majesty the Queen, Her heirs and successors forever, all the right, claim and title which we possess of, in and to a block of land in the Town plot of Chinguacouse, lying south of Prince street to the water edge, and bounded on the east by Richardson street and on the west by Ryan street, as laid down on

the plan attached hereto, with the object of the block of land in question being sold to Messrs. McRae, Craig & Company, for the purpose of erecting a steam saw-mill thereon, the proceeds of such sale to be invested for the benefit of the Garden River Indians.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Garden River this seventeenth day of April, in the year of Our Lord one thousand eight hundred and seventy-two.

CHIEF AUGUSTIN, ^{his} x [L.S.]
mark.

JOSEPH LASAGE, [L.S.]

JAMES ^{his} x BOISINAULT, [L.S.]
mark.

THOS. ^{his} x BOISINAULT, [L.S.]
mark.

PETER ^{his} x JONES, [L.S.]
mark.

GEORGE ^{his} x AUGUSTIN, [L.S.]
mark.

PEN ^{his} x LASAGE, [L.S.]
mark.

THOMAS ^{his} x AUGUSTIN, [L.S.]
mark.

JOSEPH ^{his} x LASAGE, [L.S.]
mark.

CHARLES ^{his} x LAROSE, [L.S.]
mark.

JARVIS ^{his} x AUGUSTIN, [L.S.]
mark.

PETER ^{his} x BEN, [L.S.]
mark.

JAMES ^{his} x SHINGASE, [L.S.]
mark.

JOHN ^{his} x CABOSA, [L.S.]
mark.

MOSES ^{his} x BOTANASH, [L.S.]
mark.

WEY-A-MAH, ^{his} x [L.S.]
mark.

DAYSON, ^{his} x [L.S.]
mark.

JOHN MUKATOKINNA, [L.S.]

JAHQUCHEWOSOI, ^{his} x [L.S.]
mark.

WILLIAM DRIM, ^{his} x [L.S.]
mark.

LOUIS ^{his} x STRINGCOACK, [L.S.]
mark.

FRANK ^{his} x NINNITOJON, [L.S.]
mark.

Witness to marks,
JOS. WILSON,
Ind. Commr.

PROVINCE OF ONTARIO, }
 DISTRICT OF ALGOMA. }
 To Wit. }

We, the undersigned do hereby certify that the above surrender of lands was freely assented to at a council assembly for the purpose at Garden River, on the seventeenth day of April, 1872, by a majority of Chiefs and Principal Men of the Band entitled to vote thereat.

JOS. WILSON,
Indian Commr.

AUGUSTIN ^{his} x *Chief.*
 mark.

Sworn before me at Sault Ste. Marie, in }
 the District of Algoma, this seven- }
 tenth day of April, A.D., 1872. }

And I certify that the deponent Augustin could not speak English, and I swore Etienne Jollineau, of Sault Ste. Marie, to interpret the above affidavit to the said Augustin, that the same was read over to him and interpreted to him by the said Jollineau and the said deponent seemed to me to perfectly understand the same, and made his mark thereto in my presence.

WALTER McCREA,
Judge of the District of Algoma.

No. 166.

We, the Chief Augustin and Principal Men, and members of the Garden River Indian Reserve, in council assembled this 15th day of November, 1877, hereby agree to surrender to Her Majesty the Queen, Her heirs and successors forever, for the benefit of the public and the proprietors of the Victoria Mining Company, a sixty-six foot road leading from a point dividing the Garden River Indian Reserve and the portion of that reserve already surrendered by us, and running in a southerly direction to the banks of the River St. Mary, east of the Church of England school house, the expenses in making such road to be borne by the said proprietors of the Victoria Mining Company.

And any improvements through which the said road may pass to be compensated for by the said Victoria Mining Company to the party whose improvements may be taken.

The said proprietors of the said Victoria Mining Company to commence cutting a winter road so soon as the Indian Agent shall have granted them permission.

Witness our hands and seals the day and year aforesaid :

CHIEF AUGUSTIN,	x	[L.S.]
PEQUETCHENENE,	x	[L.S.]
WM. KABMOSANA,	x	[L.S.]
PETER JONES,	x	[L.S.]
WM. SHIBUTZOZIK,	x	[L.S.]
JNO. WEGWOSS,	x	[L.S.]
ALEX. WAHBONOSAI,	x	[L.S.]
WM. PEQUETCHENENE,	x	[L.S.]
JARVIS AUGUSTIN,	x	[L.S.]
CHARLES LAROSE,	x	[L.S.]
THOMAS AUGUSTIN,	x	[L.S.]
WAIKIMAH,	x	[L.S.]
NAHQUHWAIWEEDON,	x	[L.S.]
GEORGE KABMOSA,	x	[L.S.]
JOSEPH BELL,	x	[L.S.]
KABMOSANA,	x	[L.S.]

JOSEPH LAROSE,	x	[L.S.]
CHARLES STONE,	x	[L.S.]
NAHWAIKUJZIK,	x	[L.S.]
Vo NAHQUA,	x	[L.S.]
E. SHIBAHJIZIK,	x	[L.S.]
LOUSON SHINGWACK,	x	[L.S.]
JOE. SHIBUJZIK,	x	[L.S.]
CHARLES BIRON,	x	[L.S.]
JOACHIM BIRON,	x	[L.S.]
TOM SAYER,	x	[L.S.]
HENRY SAYER,	x	[L.S.]
JOSEPH BIRON,	x	[L.S.]
JOE. BIRON, JR.,	x	[L.S.]
MICHAEL BELLEAU,	x	[L.S.]
FRANK PERRAULT,	x	[L.S.]
MICHAEL CADOTTE,	x	[L.S.]

And we hereby on oath certify before the Honourable Walter McCrea, Judge of Her Majesty's District Court for the District of Algoma, Province of Ontario and Dominion of Canada aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and Principal Men of the Band of Indians therein mentioned assembled at a meeting of such band and tribe summoned for that purpose, and who were entitled to vote thereat.

Certified and sworn to before me at Sault Ste. Marie, in the District of Algoma, by the said Chief Augustin, Pequetchenene, and William Van Abbott, this 20th day of November, 1877.	his	
	CHIEF AUGUSTIN,	x
	mark.	
	his	
	PEQUETCHENENE,	x
	mark.	
	WILLIAM VAN ABBOTT,	
	<i>Indian Land Agent for third Northern Superintendency.</i>	

And I certify that the above oath and the document was first read over by the aid of an interpreter to the said Chief Augustin and Pequetchenene, and they seemed to perfectly understand the same, and made their mark thereto in my presence.

WALTER McCREA,
Judge D. A.

Recorded 26th January, 1878.
Lib. 27, Fol. 521.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 167.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Warriors of the Wyandott Indians of the Township of Anderdon, in the County of Essex and Province of Ontario, being a majority of the male members of the said Wyandott Indians of the full age of twenty-one years, in council, summoned and assembled for that purpose, according to their rules, and held in the presence of Robert McKenzie, Esquire, Commissioner and Visiting Superintendent of Indian Affairs, duly authorized to attend such council, for and in consideration of the trusts, and for the several purposes, hereinafter mentioned, and of the sum of one dollar of lawful money of Canada (the receipt whereof is hereby acknowledged), in our names, and in the name of the whole, and on the behalf of our said Nation or Band, have given, assigned, released and surrendered, and by these presents do give, assign, release and sur-

render unto Her Majesty, Her successors and assigns, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Anderdon, in the County of Essex, and Province of Ontario, being composed of : Firstly: The southerly two-thirds part of lot number thirteen, in the first concession of the said Township of Anderdon, containing sixty-seven acres, more or less, and the south half of the south half of lot number eight, in the third concession of the said Township of Anderdon, containing one hundred acres, more or less. Secondly : The south half of the south half of lot number seven, in the third concession of the said Township of Anderdon, containing fifty acres, more or less. And thirdly : The Indian marsh, or land and water, which may be described as follows, that is to say : Commencing at the point where the westerly boundary line of lot number thirty-three, in the first concession of the said Township of Anderdon, is intersected by the channel bank or centre of the River Canard ; thence south-westerly, following the said channel bank or centre of the said River Canard to its mouth, at a point intersecting the westerly boundary line of lot number twenty-two, in the said first concession of the said Township of Anderdon, produced ; thence on the course of the said last mentioned westerly boundary line, produced, to the channel bank of the River Detroit ; thence northerly, up stream, following the said channel bank of the River Detroit to a point intersecting the westerly boundary line of the said lot number thirty-three, produced ; thence following the said last-mentioned boundary line eastwardly to the place of beginning.

To have and to hold the said land and premises, with its appurtenances, unto Her Majesty, Her successors and assigns forever, in trust, and for the purposes following, that is to say : The parcels of land firstly above described in trust, to grant, convey and assure the same in fee simple unto Solomon White, of the said township of Anderdon, Barrister-at-law, and a member of the said Wyandott Indians ; the parcel secondly above described, in trust, to grant, convey and assure the same in fee simple unto Mary L. White, the wife of the Said Solomon White, also a member of the said Wyandott Indians ; and the parcel of land and water, or marsh, thirdly above described, in trust, to grant, convey and assure the same in fee simple unto Joseph White, of the said Township of Anderdon, Chief of the said Wyandott Indians, according to the provisions of Section 93 of the Indian Act of 1876.

IN WITNESS WHEREOF, we, the said Chief and Warriors of the said Wyandott Indians, for ourselves, and in the name and on behalf of the said Wyandott Indians, have hereunto set our hands and seals in council, at our Council House, at Anderdon aforesaid, this twenty-first day of December, in the year of Our Lord one thousand eight hundred and seventy-seven.

Signed, sealed and delivered }
in the presence of }
ROBT. MACKENZIE, *V.S. and Commr.*
JOSEPH WHITE, JR.

JOSEPH	his	mark.	JOSEPH x WHITE, <i>Chief,</i>	[L.S.]
JOSEPH	WARROW,			[L.S.]
THOS. B.	WHITE,			[L.S.]
ALEX.	CLARKE,			[L.S.]
RAND.	CLARKE,			[L.S.]
LEWIS	WARROW,			[L.S.]
ISRAEL J.	SPLITLOG,			[L.S.]
JOSEPH	CLARKE,			[L.S.]
JOSEPH	WHITE, JR.,			[L.S.]
GEO. G.	CLARKE,			[L.S.]
THOMAS M.	WARROW,			[L.S.]
PETER	WHITE,			[L.S.]
PETER D.	CLARK,			[L.S.]
JAMES	CLARK,			[L.S.]
S.	WHITE,			[L.S.]

ONTARIO,
COUNTY OF ESSEX. }
To Wit.

I, Robert McKenzie, of the Town of Sarnia, in the County of Lambton, in the Province of Ontario, make oath and say :

1. That I was personally present and did see the foregoing surrender duly signed, sealed, executed and unanimously assented to by the above named persons, being the majority of the male members of the Wyandott Indians of Anderdon of the full age of twenty-one years, in council duly assembled, for that purpose among others.

2. That the said surrender was executed and assented to at the Council House on the reserve of the said Wyandott Indians, on the day of its date, in my presence.

3. That I know all of the said persons, being the male members and a large majority of the said Wyandott Indians of Anderdon, who executed and assented to the said surrender.

4. That I am a subscribing witness to the said surrender.

Sworn before me at the Town of Sandwich, in the County of Essex and Province of Ontario, on the 22nd day of December, A.D. 1877.

ROBT. MACKENZIE,
V.S. and C.

G. W. LEGGATT,
Judge of the County Court, County of Essex.

ONTARIO,
COUNTY OF ESSEX. }
To Wit.

I, Joseph White, the younger, of the Town of Windsor, in the County of Essex, merchant, make oath and say :

1. That I am a male member of the full age of twenty-one years, of the Wyandott Indians of Anderdon, and as such duly entitled to be present and to vote on any right or question affecting the interests of the said Wyandott Indians, in council assembled.

2. That I was personally present and did see the foregoing surrender duly signed, sealed, executed and assented to, unanimously, by the persons above named, who form a majority of the male members of the Wyandott Indians of Anderdon of the full age of twenty-one years, entitled to be present at and to vote at any meeting or council assembled for the purpose of making a surrender of their lands.

3. That the said surrender was executed and assented to at the Council House, on the reserve of the Wyandott Indians of Anderdon aforesaid, on the day of its date, in my presence.

4. That I know all the said persons, being the male members and a large majority of the said Wyandott Indians of Anderdon, who executed and assented to the said surrender, of which I am a subscribing witness.

Sworn before me at the Town of }
Sandwich, in the County of Essex, }
this 22nd day of Dec., A.D. 1877. }

JOSEPH WHITE, JUNR.

G. W. LEGGATT,
Judge of the County Court for the County of Essex.

Recorded 25th February, 1878. }
Lib. 60, Folio 75. }

L. A. CATELLIER,
Deputy Registrar-General of Canada

No. 168.

THIS INDENTURE made the fifteenth day of January, in the year of Our Lord one thousand eight hundred and seventy-eight :

Between William Elias Jones, of Swan River, in the North-west Territories, Gentleman, and Her Majesty Queen Victoria—

Witnesseth, that the said William Elias Jones, for and in consideration of the sum of one dollar of lawful money of Canada, to him in hand paid by Her Majesty (the receipt whereof is hereby by him acknowledged), doth grant and surrender unto Her Majesty, Her heirs and successors, all and singular that certain strip of land, one chain and a half in width situate, lying and being in the North-west Territories of the Dominion of Canada, and being composed of that part of the public trail or travelled road leading from Westbourne to Fort Ellice, which lies within the south-east quarter (fractional) of section nineteen in the sixteenth township in the twenty-third range, west of the Principal Meridian in the said North-west Territories.

To have and to hold the said strip of land hereby granted and surrendered, or intended so to be, unto Her Majesty, Her heirs and successors forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered

in presence of A. McDONALD. }

W. E. JONES.

[L.S.]

CANADA,

NORTH-WEST TERRITORIES,

SWAN RIVER.

To Wit:

I, Allan McDonald, of Swan River, in the North-west Territories, make oath and say :

1. I was personally present and did see the within Instrument duly signed, sealed and delivered by the within named William Elias Jones, the party thereto.

2. That the said Instrument was executed at Swan River, in the North-west Territories.

3. That I know the said William Elias Jones.

4. That I am a subscribing witness to the said Instrument.

Sworn before me at Swan River, in the
North-West Territories of the Domin-
ion of Canada, this fifteenth day of
January, A.D. 1878. }

A. McDONALD.

MATW. RYAN,

Stipendiary Magistrate.

Recorded 1st February, 1878. }

Lib. 27, Fol. 523. }

L. A. CATELLIER,

Deputy Registrar-General of Canada

No. 168½.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chief and Principal Men of the Band of Indians, owning and residing on the Indian reserve at River Desert, in the Township of Maniwaki, in the County of Ottawa, in the Province of Quebec and Dominion of Canada, being this day assembled with our people in general council, and acting for and on behalf of the whole membership of our said Band, and with the free consent of a majority of the male members thereof, of the full age of twenty-one years, summoned for that purpose according to our rules, and in the presence of Patrick Moore, Esquire, our agent, duly authorized to attend such council by the Superintendent-General of Indian Affairs, have agreed to surrender and yield up,

and do hereby surrender and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, in trust, to be disposed of in such manner and on such terms as the Honourable the Superintendent-General of Indian Affairs may deem to be most conducive to the interests of our people in all time to come, all those lots in the said reserve known and described as follows, that is to say:

Parts of Lots 24 and 25, Desert front, and lying east of those portions of said lots already surrendered to the Crown, and occupied by J. B. Hall & Co., containing together one hundred and eighty acres (180), more or less.

Part of Lot 23 in the 4th Range, lying west of Betobe Creek, containing thirty-four acres and five-tenths of one acre ($34 \frac{5}{10}$), more or less, and occupied by Alexander Bouthier.

Part of Lot C, Desert front, lying east and south of the said Betobe Creek, containing forty-three acres and eight-tenths of one acre ($43 \frac{8}{10}$), more or less, occupied by Pierre Saucier.

Part of Lot 24, in Road Range west, lying west of the main old road, containing (57, 2, 16) fifty-seven acres, two roods and sixteen perches, more or less, and occupied by Alexander Bouthier.

Parts of Lots 16 and 17 in said Road Range west, lying west of the said main old road, containing together (113, 1, 24), one hundred and thirteen acres, one rood and twenty-four perches more or less, and occupied by Amable Beaudry.

Parts of Lots 18, 19, 20 and 21 in Road Range east, lying east of the said main old road, and extending to the road allowance on the Gatineau River, containing together ($310 \frac{1}{10}$) three hundred and ten acres and one-tenth of an acre, more or less, and occupied by Richard Hargrave.

Parts of Lots 17, 18 and 19 in the Gatineau front, lying east of Brady's Lake and south-east of Brady's Creek, being the Creek connecting Brady's Lake with the River Gatineau, containing ($99 \frac{1}{2}$), ninety-nine acres and three-fifths of one acre, more or less, and occupied by Patrick Brady.

The easterly parts of Lots 24 and 25 in the said Road Range east, and more particularly described as follows, that is to say :

Commencing at the south-easterly corner of said Lot 24 with the intersection of the road allowance of one chain on the Gatineau River; thence due west twenty-two chains, more or less; thence north twenty-four chains fifty links, more or less, to the line between Lots 25 and 26; thence east twenty-five chains, more or less, to the road allowance on the Gatineau River, thence southerly and along said road allowance to the place of beginning, containing fifty-six acres and four-tenths of an acre, more or less, and occupied by Patrick Brady.

And we, the said Chief and Principal Men of the Band aforesaid, do on behalf of our people, and for ourselves, hereby agree to ratify and confirm whatever the Honourable the Superintendent General of Indian Affairs may do, or cause to be lawfully done, in connection with the land hereby surrendered.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals at Maniwaki, in the aforesaid county and Province, this eighteenth day of February, in the year of Our Lord one thousand eight hundred and seventy-eight. (Marginal note good.)

Signed, sealed and delivered in }
the presence of:

HIRAM MCKAY,
THOS. DRISCOLL.

18th February, 1878.

PIERRE TE DESI, *First Chief*, [L.S.]
SIMON OTJIK, and twelve other
Indians, Members of the Band. [L.S.]

Marginal Note—Surrendered to lease, but not to sell.

P. M., *Indian Agent*.
P. T., *Chief*.

And we hereby on oath certify before Chas. B. Rouleau, Esq., District Magistrate for the District of Ottawa, Province of Quebec and Dominion of Canada, that the annexed release or surrender was assented to by the Band of Indians therein mentioned, assembled at a meeting summoned for that purpose.

Sworn before me at Maniwaki, in the }
Province of Quebec, this twenty- }
sixth day of June, in the year of }
our Lord one thousand eight hundred }
and seventy-eight. }

PATRICK MOORE,

PIERRE TE DESI, his
x
mark.

CHAS. B. ROULEAU,

District Magistrate for the District of Ottawa.

Recorded 29th October, 1878. }
Liber 60, Folio 126. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 169.

THIS INDENTURE, made the twentieth day of March, in the year of Our Lord one thousand eight hundred and seventy nine :

Between David Johnson and James Johnson, both of the Township of Sarawak, in the County of Grey, in the Province of Ontario and Dominion of Canada, farmers, of the first part ;

Catherine Johnson, of the same place, wife of the said David Johnson, of the second part ;

And Her Majesty Queen Victoria of the third part.

Whereas, by letters patent under the Great Seal of the Province of Canada, and dated the twentieth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven, Her Majesty Queen Victoria granted unto one William Roy, of the said Township of Sarawak, Esquire, lot number sixteen, in the third concession of the Township of Sarawak, in the County of Grey, in the Province of Ontario and Dominion of Canada, reserving thereout the Indian graveyard thereon, containing one quarter of an acre.

And Whereas, the said William Roy granted and conveyed said lot to one John Scagel, and the said John Scagel granted and conveyed same to one Samuel Redfern, and the said Samuel Redfern granted and conveyed same to the said parties of the first part, all said conveyances being subject to said reservation.

And Whereas, the said Indian graveyard had not at the time of the issuing of the said patent been selected or set apart.

And Whereas, the land hereinafter described has been selected and set apart by Her Majesty the Queen as an Indian graveyard reserved in said letters patent, and Her Majesty the Queen has, through Her Superintendent-General of Indian Affairs for the Dominion of Canada, requested the said parties of the first part to surrender same to Her Majesty in trust for the use of the Cape Croker Band of Chipewewa Indians.

Now This Indenture Witnesseth, that the said parties of the first part, in consideration of the premises and of the sum of one dollar to them in hand paid (the receipt whereof is hereby acknowledged), have granted and surrendered, and by these presents do grant and surrender unto Her Majesty Queen Victoria and Her successors, all and singular that parcel or tract of land situate, lying and being in the Township of Sarawak, in the County of Grey, in the Province of Ontario and Dominion of Canada : Being composed of a portion of lot number sixteen in the third concession of the Township of Sarawak aforesaid, and which may be more particularly described as follows, that is to say :

Commencing at a post one chain north seventy-three degrees west from where the line between lots fifteen and sixteen in the said third concession of the Town-

ship of Sarawak produced would intersect the water's edge of Owen Sound Bay ; thence north seventy-three degrees, west one chain and sixty links to a post; thence north seventeen degrees, east one chain and ninety links to a post at the end of the mill dam ; thence at a course of about south fifty-one degrees, east (following the edge of the Indian River) one chain and seventy links, more or less; thence south seventeen degrees, west one chain and twenty-five links to the place of beginning, containing one rood, more or less—all the above courses being magnetic.

To have and to hold the said parcel or tract of land hereby granted and surrendered, with the appurtenances, unto Her said Majesty the Queen and Her successors in trust for the sole use and benefit of the Cape Croker Band of Chippewa Indians.

And the said party of the second part, wife of the said David Johnson, for and in consideration of the premises and of the sum of one dollar of lawful money of Canada to her in hand paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), hath granted and released, and by these presents doth grant and release unto Her said Majesty the Queen and Her successors, all her dower and right and title which, in the event of her surviving her said husband she might or would have to dower into or out of the lands and premises hereby conveyed or intended so to be.

And Her said Majesty the Queen accepts and confirms said surrender, testified by the signature hereto of the Superintendent-General of Indian Affairs for Canada.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered in the presence of J. W. McDowall, as regards signatures of David Johnson, James Johnson and Catherine Johnson; H. Kinloch, as to signature of the Superintendent-General of Indian Affairs.

DAVID JOHNSON,	[L.S.]
JAMES JOHNSON,	[L.S.]
CATHERINE JOHNSON,	[L.S.]
JOHN A. MACDONALD,	[L.S.]

Supt.-Gen. Indian Affairs.

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
COUNTY OF GREY.

To Wit:

I, Joseph William McDowall, of the Town of Owen Sound, in the County of Grey, in the Province of Ontario and Dominion of Canada, student-at-law, make oath and say :

1. That I was personally present and did see the within Instrument and the duplicate thereof duly signed, sealed and executed by James Johnson, David Johnson and Catherine Johnson, wife of the said David Johnson, three of the parties thereto.

2. That the said Instrument and duplicate thereof were executed by the said James Johnson, David Johnson and Catherine Johnson, at the said Town of Owen Sound.

3. That I know the said parties, and that said James Johnson is an unmarried man.

4. That I am a subscribing witness to the said Instrument and duplicate.

Sworn before me at the Town of
Owen Sound, in the County of
Grey, this 4th day of April,
A.D. 1879.

J. W. McDOWALL.

SAML. I. LANE,

A Commr. for taking Affidavits in B. R., &c., &c.

Recorded 28th April, 1879.

Liber 60, Folio 242.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 170.

THIS INDENTURE, made in duplicate, the twenty-eighth day of June, one thousand eight hundred and seventy-six in pursuance of the Act to facilitate the conveyance of real property, intituled an "Act respecting Short Forms of Conveyances."

Between James Gillis Sproull, of Fisher's Grant, in the County of Pictou, in the Province of Nova Scotia, and Dominion of Canada, farmer, of the first part ;

Her Majesty Queen Victoria, of the second part ; and Christina Sproull (wife of the said party of the first part), of the third part :

Witnesseth that in consideration of a certain parcel of land to be conveyed to him by letters patent from the Crown, and which parcel consists of the north-westerly part of the land purchased by Her Majesty the Queen from William Ives and wife, for an Indian reserve, on the seventh day of December, one thousand eight hundred and seventy-four, at Fisher's Grant, in the county and Province aforesaid, and which may be more particularly known and described as follows: Beginning at the south-eastern angle of a lot of land belonging to William Ives; thence running south forty-one degrees, east sixty-three rods and twelve links to a stake and stones; thence north twenty-five degrees, east forty-seven rods and ten links to a stake and stones; thence north forty-one degrees, west fifty rods to the north-west angle of said William Ives' land; thence south forty-nine degrees, west forty-five rods along said land to the place of beginning, containing sixteen acres, more or less—the said party of the first part doth grant and surrender to Her Majesty the Queen, Her heirs and successors forever, all and singular that certain parcel of land situate at Boat Harbour, in the County of Pictou, and bounded as follows: Beginning at the south side of the highway leading from Fisher's Grant to Boat Harbour, at the south-west angle of the Indian lot of land known as the Donahoe property; thence south forty-one degrees east sixty-three rods and twelve links along said property to the south-east angle of said lot; thence south forty-nine degrees, west thirty rods to the Indian property purchased from William Ives; thence north forty-one degrees west fifty-four rods to a stone and stakes; thence north twenty-five degrees east thirty-two rods to the place of beginning, containing eleven acres, more or less.

To have and to hold unto Her Majesty the Queen, Her heirs and successors forever.

The said party of the first part covenants with Her Majesty the Queen that he hath the right to convey the said land to Her Majesty, notwithstanding any act of the said party of the first part or any other person or persons whomsoever.

And Her Majesty the Queen shall have quiet possession of the said land, free from all encumbrances.

And the said party of the first part covenants with Her Majesty the Queen that he will execute such farther assurances of the said land as may be requisite.

And the said party of the first part covenants with Her Majesty the Queen that he hath done no act to encumber the said land.

And the said party of the first part surrenders and releases to Her Majesty the Queen all his claims upon the said land.

And the said party of the third part, wife of the said party of the first part, hereby bars her dower in the said land.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in presence of
DANIEL McDONALD.

} JAMES G. SPROULL, [L.S.]
} CHRISTINA SPROULL. [L.S.]

CANADA:
 PROVINCE OF NOVA SCOTIA,
 COUNTY OF PICTOU.
 To Wit:

I, Daniel McDonald, of Fisher's Grant, in the County of Pictou, make oath and say:

1. That I was personally present and did see the within Indenture and a duplicate thereof duly signed, sealed and executed by James Gillis Sproull and Christina Sproull, two of the parties thereto.
2. That the said Indenture was executed at Fisher's Grant.
3. That I know the said parties.
4. That I am the subscribing witness to the said Indenture and duplicate.

Sworn before me at Fisher's
 Grant, in the County of
 Pictou, this third day of
 July, A.D. 1876.

DANIEL McDONALD.

SAMUEL A. FOSTER,

A Commr. for taking Affidavits in said County.

Recorded 23rd August, 1878. }
 Liber 60, Folio 118. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

PROVINCE OF NOVA SCOTIA,
 REGISTRAR'S OFFICE,
 PICTOU, 25th May, 1878.

I certify that the within Instrument in duplicate was duly registered at five o'clock p.m. of the above day in Book 73. pages 135, and 136, on the certificate of Samuel A. Foster, Commissioner.

JOHN FERGUSON, *Regr.*

No. 171.

We, the undersigned Principal Men of the Seugog Band of Mississagua Indians, resident on our reserve in the Township of Seugog, in the County of Ontario and Province of Ontario, and Dominion of Canada, for and in behalf of our whole Band, in council assembled, do hereby release and surrender unto our Sovereign Lady the Queen, Her heirs and successors, all and singular those certain parcels or tracts of land situated, lying and being in our said reserve, and containing by admeasurement four hundred acres, be the same more or less, and being composed of lots numbers six and seven, in the eleventh concession, in the Township of Seugog.

In trust, to lease the same to such person or persons, and upon such terms as the Government of this said Dominion may deem most conducive to the interest of us and our people.

And upon the condition that the moneys received as rent for the same shall be paid to the individual Indians of this said Band, to whom the respective portions of the said lands have been, or may be, hereafter allotted.

IN WITNESS WHEREOF, we, the said Principal Men, have set our hands and affixed our seals, this ninth day of May, one thousand eight hundred and seventy-eight.

In presence of

WM. PLUMMER,
Visiting Supt. Commr. I. A.
JOHN FOY,
WM. MARSDEN,
Interpreter.

}	JOHN JOHNSTONE,	x	his Chief.	[L.S.]
			mark.	
	CHANCEY JOHNSTONE,	x	his	[L.S.]
			mark.	
	ABRAM JOHNSON,	x	his	[L.S.]
			mark.	
	ALVEY ELLIOT,	x	his	[L.S.]
		mark.		
	JAMES JOHNSON, SR.,	x	his	[L.S.]
			mark.	
	CHARLES McCRAE,			[L.S.]
	WILLIAM MARSDEN,			[L.S.]
	JOHN BOPE,			[L.S.]
	JOSEPH JOHNSTON,			[L.S.]

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF YORK, }
To Wit: }

Personally appeared before me, William Plummer, of the city of Toronto, in the said Province, Visiting Superintendent of Indian Affairs, and John Johnstone of the Scugog Indian reserve, in the Township of Scugog, in the County of Ontario, in said Province, Chief of the Scugog Band of Mississaugua Indians, who, being duly sworn, severally depose and say.

And the said William Plummer, for himself saith :

That the annexed release was assented to by the said John Johnstone and by a majority of the said Tribe or body of Indians entitled to vote at a meeting or council of the said Band summoned for that purpose.

That such meeting or council was held in his presence, and he heard such assent given.

That he was duly authorized to attend such meeting or council by the Superintendent-General of Indian Affairs.

And the said John Johnstone for himself saith :

That he is the Chief of the Scugog Band of Indians aforesaid, and was entitled to vote at the meeting or council aforesaid.

That the annexed release or surrender was assented to by him, and by a majority of the members of the said Tribe or body of Indians, entitled to vote at the council or meeting before mentioned.

That such assent was given at a meeting or council of the said Tribe or body of Indians, summoned for that purpose, at which himself and the other said members of the said Tribe or body of Indians were present. And also the said other deponent, William Plummer.

Sworn before me, by the said deponents, William Plummer and John Johnstone, this thirteenth day of May, A.D. 1878.

WILLIAM PLUMMER,

JOHN x JOHNSTONE, Chief.
his
mark.

S. H. BLAKE,

One of the Vice-Chancellors of the Province of Ontario.

Recorded 5th August, 1878, }
Liber 60, Folio 109. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 172.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chief and Principal Men of the Band of Indians owning the Indian reserve lands at Richibucto, in the Province of New Brunswick, being this day assembled in council, have agreed to surrender and yield up unto Her Most Gracious Majesty the Queen, Her heirs and successors for ever, all the right, claim and title which we possess of, in and to those certain parcels of land lying and being on our reserve aforesaid, and which may be more particularly known and described as follows : Situate in the Parish of Welford, in the County of Kent, in the Province aforesaid, on the north side of the Richibucto River, being all that part of the said reserve contained within the following boundaries : Commencing at a hemlock tree in the north-western corner of the said reserve, and following the rear line of said reserve easterly to the brook at the head of Big Cove Creek; thence along the western shore or bank of said brook and creek, following the several courses thereof down stream to the Richibucto River; thence along the northern bank or shore of said river, up stream to the mouth of Bass River; thence along the eastern shore of Bass River up stream to the western line of the said Indian reserve; thence along said western or upper line of the reserve to the place of beginning, including the several lots at present occupied by the following persons : John H. Graham, Thos. Graham, Michael Graham, George Thompson, Joseph Ward, William Ward, Joseph Clare, Moses Ward, George Horton, Edward Warman, Thomas Graham, Peter Graham, William Warman, Alexander Walker, Thomas Stevenson, William Harnett, Peter Walsh, Angus McLeod, Edward Walker, jr., George Warman, Richard Warman, John Warman, Alexander Barm, jr., John McEachern, William Welt, John Young, Owen McAffray, William Connors, George Flannagan, Peter Herbert, John Herbert and Ephraim Herbert. Also two lots on the lower end of same reserve, fronting on the Richibucto River, at present occupied by John Brown, on the lower lot which is bounded eastwardly by the Harley lot, or lower line of said Indian reserve, and adjoining the same, a lot occupied by Alexander Glencross, each of these two latter lots supposed to contain one hundred acres.

With the object of the land in question being sold and the money received invested for the benefit of our said Band of Indians.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Welford Parish, this twenty-ninth day of August, in the year of Our Lord one thousand eight hundred and seventy-nine.

Signed, sealed and delivered,
having been previously read
and interpreted in our pre-
sence

CHAS. SARGEANT,
JOHN BRAIT,
JOSEPH WARD.

NOEL	^{his} x	MILLIA, <i>Chief,</i>	[L.S.]
	mark.		
TOM	^{his} x	JOSEPH, <i>Captain,</i>	[L.S.]
	mark.		
LOUIS	^{his} x	NICHOLAS, <i>Captain,</i>	[L.S.]
	mark.		
NOEL	^{his} x	JOSEPH, <i>Captain,</i>	[L.S.]
	mark.		
GREGIRE	^{his} x	BICAIRE,	[L.S.]
	mark.		
PETER	^{his} x	CLAIR,	[L.S.]
	mark.		
NOEL	^{his} x	PETER,	[L.S.]
	mark.		

THOMAS	his x	JOE,	[L.S.]
	mark.		
THOMAS	his x	NAPIER,	[L.S.] -
	mark.		
JOHN	his x	SIMON,	[L.S.]
	mark.		
NOEL	his x	AUGUSTINE.	[L.S.]
	mark.		

PROVINCE OF NEW BRUNSWICK.)

To Wit: }

We, the undersigned, hereby certify that the within surrender of lands was freely assented to at a council assembled for the purpose at Big Cove, Richibucto, on the sixteenth day of September, 1879, by a majority of the members of the Band, entitled to vote thereat.

Sworn before me, at Newcastle, in
the County of Northumberland,
this sixteenth day of September,
A.D. 1879.

EDWARD WILLISTON,
*Judge County Court, Northum-
berland, Gloucester and Resti-
gouche.*

Recorded 31st January, 1880. }
Lib. 60, Folio 355. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

NOEL	his x	MILLIA, Chief.
	mark.	
TOM	his x	JOSEPH, Captain.
	mark.	
NOEL	his x	JOSEPH, Captain.
	mark.	
CHAS.		SARGEANT.

No. 173.

THIS INDENTURE, made this nineteenth day February, in the year of Our Lord, one thousand eight hundred and eighty.

Between Albert A. Webster, of Cambridge, in the County of Kings and Province of Nova Scotia, Yeoman, and Margaret Jane Webster, his wife of the one part; and Her Majesty the Queen, represented in this behalf by the Right Honourable Sir John Alexander Macdonald, K.C.B., Minister of the Interior of Canada, of the other part:

Witnesseth, that the said Albert A. Webster and Margaret Jane Webster, his wife, for and in consideration of the sum of fifty dollars of lawful money of Canada to the said Albert A. Webster in hand well and truly paid by Her said Majesty, represented as aforesaid, at or before the ensealing and delivery of these presents (the receipt whereof is hereby acknowledged), have and each of them hath granted, bargained, sold, aliened, enfeoffed, released, remised, conveyed and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, enfeoff, release, remise, convey and confirm unto Her said Majesty represented as aforesaid by the Right Honourable the Minister of the Interior of Canada as aforesaid, Her heirs, successors and assigns, all that certain lot or tract of land situate at Cambridge aforesaid and described as follows, viz.: Commencing at a bunch of stakes standing close to a small blazed dead tree on the south line of lands said to belong to the heirs of Nathan Tupper, deceased, and in the corner or line of lands of Samuel Borden; thence south six degrees, west thirty-four rods to a corner on the side hill of the bank of the Intervale of the Cornwallis River at a small blazed popple tree standing a couple of feet north of a stone; thence south eighty-seven and one-half degrees, east forty-seven rods to a corner at a stake near a small yellow pine tree blazed standing in the line of lands belonging to the estate of Asahel Webster, deceased; thence along the west line of said Webster estate lands north six degrees, east thirty-

four rods to a stake standing in the north-west corner of the said Asahel Webster estate lands, and in the south line of lands of the heirs of Nathan Tupper, deceased; thence along the said Tupper lands north eighty-seven degrees, west forty-seven rods to the place of beginning, containing (9) nine acres three-quarters of an acre and thirty-eight square rods, together with all and singular the houses, outhouses, barns, buildings, ways, waters, watercourses, easements, privileges and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, claim, property and demand whatsoever, both at law and in equity, of them the said Albert A. Webster and Margaret Jane Webster, his wife, of, in, to or out of the same and every part thereof.

To have and to hold the said land and premises, with the appurtenances, and every part thereof, unto Her said Majesty, represented as aforesaid by the Right Honourable the Minister of the Interior of Canada, Her heirs and successors, to the use and behoof of Her said Majesty, represented as aforesaid, Her heirs and successors forever.

And the said Albert A. Webster doth for himself, his heirs, executors and administrators, covenant, promise and agree to and with Her said Majesty, represented as aforesaid, Her heirs and successors, in manner following, that is to say: That it shall be lawful for Her said Majesty, represented as aforesaid, Her heirs and successors and assigns, from time to time and at all times hereafter, peaceably and quietly to enter into the said land and premises, and to have, hold, occupy, possess and enjoy the same without the lawful let, suit, hindrance, eviction, denial or disturbance of, from or by the said Albert A. Webster, or any person or persons whomsoever lawfully claiming or to claim the same. And that he, the said Albert A. Webster, now hath a good, sure, perfect and indefeasible estate in fee simple in the said land and premises, and hath good right, full power and lawful authority to sell and convey the same in manner and form as they are hereby sold and conveyed or mentioned or intended so to be.

And that the said Albert A. Webster and his heirs, the said land and premises and every part thereof unto Her said Majesty, represented as aforesaid, Her heirs and successors, against the lawful claims of all persons whomsoever, shall and will by these presents warrant and forever defend.

IN WITNESS WHEREOF, the said parties hereto have hereunto their hands and seals subscribed and set the day and year first above written.

Signed, sealed and delivered¹
in presence of }
FRED. A. MASTER.

ALBERT A. WEBSTER, [L.S.]
MARGARET JANE WEBSTER. [L.S.]

PRO INCE OF NOVA SCOTIA, }
KINGS, S.S. }

Be it remembered, that on this twenty-fourth day of February, in the year of Our Lord, one thousand eight hundred and eighty, before me, the subscriber personally came and appeared, Margaret Jane Webster, wife of the within named Albert A. Webster, who, having been by me examined separate and apart from her said husband, declared that she did, of her own free will, and without any fear, threat or compulsion of, from or by her said husband, execute the within and foregoing Indenture for the purposes therein mentioned, and as a full release of all her right, title or claim to the within described land and premises by right of dower or otherwise.

ROBERT L. BADEW,
Barrister of the Supreme Court and Notary Public.

PROVINCE OF NOVA SCOTIA, }
KING'S, S.S. }

On this 24th day of February, A.D., 1880, before me the subscriber, personally came and appeared Fred. A. Masters, the subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Albert A. Webster and Margaret Jane Webster, his wife, the parties thereto, signed, sealed and delivered the same in his presence.

ROBERT L. BADEW,
Barrister of the Supreme Court and Notary Public.

PROVINCE OF NOVA SCOTIA, }
KINGS, S.S. }

OFFICE OF REGISTRY OF DEEDS, &C.

I hereby certify this Indenture was duly recorded Feb. 27th, 1880, at 3 o'clock, p.m., in Lib. 42, folio 601.

SAMUEL CHIPMAN,
Registrar.

Recorded 6th April, 1880. }
Lib. 60, Folio 385. }
L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 175.

THIS INDENTURE, made the twentieth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven, between Thomas Hughes, of Saint Mary's in the County of York, farmer, of the one part, and Our Lady Queen Victoria, of the United Kingdom of Great Britain and Ireland, of the other part.

Witnesseth that for and in consideration of the sum of twenty pounds of lawful money of New Brunswick to the said Thomas Hughes in hand well and truly paid by Our said Lady the Queen, at or before the ensealing and delivery of these presents (the receipt and payment whereof is hereby acknowledged), he the said Thomas Hughes, hath granted, bargained and sold, and by these presence doth grant, bargain and sell unto Our said Lady the Queen, Her successors and assigns, all that certain piece or parcel of land and premises situate, lying and being in the parish and country aforesaid, and in the Province of New Brunswick directly opposite the city of Fredericton, and bounded and described as follows, viz.: All that portion of lot number twenty-two, third class, letter C, in the grant to the Maryland Loyalists, to Xenophon Jouett, fourth of May, one thousand seven hundred and ninety-eight, and bounded as follows :

Beginning at the eastern bank or shore of the River St. John, at the western angle of the said lot number twenty-two, thence running north-easterly along the upper side line of the said lot (or along the lower line of lands owned by Francis Hays,) to the Post Road ; thence south-easterly along the said road to a point which is distant fourteen rods, rectangularly, from the said upper line of said lot; and thence southwesterly parallel to said upper line to the bank or shore of the River St. John, above mentioned; and thence along the same, up stream, to the place of beginning, containing two and a half acres, more or less, being part of the lands conveyed by the Rev. William Jaffrey and wife, to the said Thomas Hughes, by deed bearing date the fifteenth day of June, in the year of Our Lord, one thousand eight hundred and sixty-five, duly recorded in Book P., No. 2, of Records, Deeds and Wills for York County, pages 138 and 139, as by reference thereto will more fully appear.

Together with all and singular the rights, members, privileges, improvements and hereditaments whatsoever, thereunto belonging or in any wise appertaining; and the reversion and reversions, remainder and remanders, rents, issues and profits thereof.

Also, all the estate, right, title, interest, property, possession, claim and demand whatsoever of the said Thomas Hughes, in law or equity, of, in, to or out of the said lands and premises and every part thereof.

To have and to hold all and singular the lands and premises hereby granted, bargained and sold, or intended so to be, with the appurtenances, unto Our said Sovereign Queen Victoria, Her successors and assigns, to the only proper use, benefit and behoof of Our said Sovereign Queen Victoria, Her successors and assigns forever.

IN WITNESS WHEREOF, the said Thomas Hughes hath hereunto set his hand and seal, and Margaret, wife of the said Thomas Hughes, hath also hereunto set her hand and seal, in token of her relinquishment of dower or thirds, and of all right and title to dower in the lands and premises above described and hereby conveyed on the day and year first herein before written.

Signed, sealed and delivered }
in presence of
JOHN GUION. }

THOMAS HUGHES, [L.S.]

MARGARET HUGHES. ^{her} x [L.S.]
mark.

YORK. }

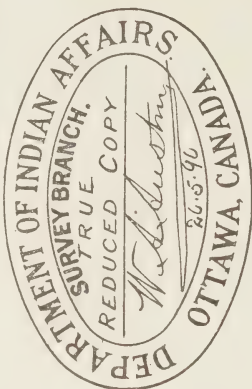
To Wit : }

Be it remembered that on the twentieth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven, before me, John Guion, Esquire, one of Her Majesty's justices of the peace, in and for the County of York, personally came and appeared Thomas Hughes, the party to the foregoing deed, and acknowledged that he signed, sealed and delivered the same for the uses and purposes therein mentioned ; also at the same time appeared Margaret, wife of the said Thomas Hughes, who being examined by me separate and apart from her said husband, acknowledged that she signed, sealed and delivered the said deed freely and voluntarily, and without any fear, threat or compulsion from her said husband, for the uses and purposes therein mentioned.

JOHN GUION,
J. Peace for York County.

KNOW ALL MEN BY THESE PRESENTS that I, the Reverend William Jaffrey, of St. Mary's, in the County of York, clergyman of the Church of England, in consideration of the sum of five shillings of lawful money of New Brunswick to me paid by our Sovereign Lady Queen Victoria in the foregoing deed named, at and before the en-sealing and delivery of these presents (the receipt and payment whereof I do hereby acknowledge), and also in consideration of said sum of twenty pounds mentioned in this said deed being paid over to me by our said Lady the Queen therein named, have remised, released, and forever quitted claim, and by the presents do remise, release, and forever quit claim unto Our said Lady the Queen, Her successors and assigns, all and all manner of right, title, interest, claim and demand whatsoever, both at law and equity, which I now have in, to and out of the piece of land and premises described and conveyed in the foregoing deed, so that neither I, the said William Jaffrey, nor my heirs, executors or administrators, shall or may at any time or times hereafter have, claim, pretend to challenge, or demand any right, title or interest, claim or demand whatever in, to or out of the said piece of land and premises above described and conveyed, or any part thereof, by virtue of any mortgage upon the said land at present held by me, the said William Jaffrey from the said Thomas Hughes, which now doth or which may or can in law or equity bind the said land above mentioned or otherwise howsoever. And that Our said Sovereign the Queen, Her successors and assigns ; and the said lands and premises hereinbefore released and conveyed shall from henceforth and forever hereafter be exonerated and discharged of and from the said mortgage, and of and from all claim, and demand whatsoever which I might or could have in respect thereof, or otherwise howsoever.

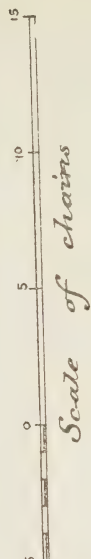
William
Baker



5040
23 137

John Giles

Daniel Mangin



Halifax May 25th 1880
Geo. J. Lewis H. Austin
By Surveyor General

Giles line as established by
Charles Fairbanks

12 Chains 48.50 links
15' E.
36 Chains 47.10 links
23 Chains 48.80 links

Belonging to the Estate of the
William Johnston Esq.
23 Ac.

Parallel to Baker's South line

Conveyed by Late Judge Johnston
to James O Connell

North 52° 30' East
5 Chs 78.7 links

Messrs Muggles

MINISTER'S LAKE

IN WITNESS WHEREOF, I have hereunto set my hand and seal this twenty-eighth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven.

Signed, sealed and delivered }
in the presence of }
SAMUEL DAYTON. }

WILLIAM JAFFREY. [L.S.]

YORK. }
To Wit: }

Be it remembered that on the twenty-eighth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven, before me, Samuel Dayton, Esquire, one of Her Majesty's justices of the peace for the said County of York, personally came and appeared the Rev. William Jaffrey, the party to the foregoing release, and acknowledged that he signed, sealed and delivered the same for the uses and purposes therein mentioned.

SAMUEL DAYTON,
J. Peace.

NEW BRUNSWICK, }
YORK COUNTY. }

Registered this thirteenth day of March, one thousand eight hundred and seventy-six.

A. D. YERXA,
Regr.

I hereby certify that I have carefully compared the foregoing copy of deed with the original, as recorded in York County Records, Book E. 3, pages 260 and 261, and further certify the same to be a true copy of said original record. Dated this 4th day of August, A.D. 1880.

A. D. YERXA,
Regr. of Deeds, &c., York County, N.B.

No. 176.

THIS INDENTURE, made this twentieth day of August, in the year of Our Lord one thousand eight hundred and eighty, between Thomas Ritchie, of the City and County of Halifax, in the Province of Nova Scotia, executor of the last will and testament of William Almon Johnstone, late of Windsor, in the County of Hants and Province aforesaid, Barrister-at-Law, of the one part, and Her Majesty the Queen, represented by the Superintendent-General of Indian Affairs for the Dominion of Canada, of the other part.

Whereas, the said William Almon Johnstone did by his last will and testament, bearing date the ninth day of December, one thousand eight hundred and seventy-nine, duly proved in the Court of Probate for the County of Hants, give to his said executor full power and authority to sell and convey his real estate, should he deem it advisable so to do ;

And whereas, the said William Almon Johnstone ordained, constituted and appointed the said Thomas Ritchie to be his executor of his said last will and testament, to whom probate thereof has been duly granted since the death of the said William Almon Johnstone.

Now this Indenture witnesseth that the said Thomas Ritchie, executor as aforesaid, in consideration of the sum of three hundred dollars of lawful money of Canada to him, the said Thomas Ritchie in hand well and truly paid by Her Majesty the Queen, represented by the Superintendent-General of Indian Affairs for the Dominion of Canada, at or before the ensailing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell,

alien, enfeoff, release, convey and confirm unto Her Majesty the Queen, Her successors and assigns, all those lots of land on the Caldwell road, so called, between Cole Harbour and the Eastern Passage, in the County of Halifax and Province of Nova Scotia, described as follows, viz. :—First, that lot of land commencing at the shore of Minister's Lake, so called, at the south-west corner of property of William Baker ; thence north fifty-nine degrees and fifteen minutes, east twelve chains and fifty links to the road ; thence in a southerly direction along the western side of the road twenty-three chains, or until it meets property of one Noggles ; thence in a south-westerly direction along Noggles' line five chains seventy-eight links to Minister's Lake aforesaid ; thence in a north-westerly direction along the shore of said lake to the place of beginning, said lot containing twenty acres and three roods. Second, all that lot of land beginning at the angle formed by the said William Baker's south line and the eastern line of the road ; thence running north fifty-nine degrees, fifteen minutes east twenty-three chains twenty links to property of John Giles ; thence south twenty-seven degrees fifteen minutes, east eleven chains, more or less, until it strikes the north line of property conveyed to one James O'Connell by the late Judge Johnstone ; thence along the said James O'Connell's property in a line parallel with William Baker's south line until it strikes the road aforesaid ; thence along the eastern side of said road eleven chains, more or less, to the place of beginning, containing twenty-three acres, more or less, as said lots of land are delineated on the plan hereto annexed, together with all and singular the houses, out-houses, barns, buildings, ways, waters, water-courses, easements, privileges and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, to have and to hold the same, with the appurtenances and every part thereof unto Her Majesty the Queen, Her successors and assigns to their sole use, benefit and behoof forever

And the said Thomas Ritchie doth hereby for himself and his heirs covenant, promise and agree to and with Her Majesty the Queen, Her successors and assigns, that he, the said Thomas Ritchie, hath not at any time heretofore made, done or suffered any act, matter or thing whatsoever whereby or by means whereof the said land and premises hereby granted or released, or intended so to be, or any part thereof is, are, can, shall or may be impeached in title, charge, estate or otherwise howsoever.

IN WITNESS WHEREOF, the parties to these presents have hereto their hands and seals set and affixed the day and year first above written.

Signed, sealed and delivered }
in presence of }
STEPHEN O'BRIEN. }

THOS. RITCHIE. [L.S.]

PROVINCE OF NOVA SCOTIA, }
HALIFAX, S. S. }

On this twentieth day of August, A.D. 1880, before me the subscriber personally appeared Stephen O'Brien, of the city of Halifax, the subscribing witness to the foregoing Indenture, who made oath that Thomas Ritchie therein named duly executed the same in his presence.

J. N. RITCHIE,
Barrister and Not. Pub.

I certify that the foregoing and within written Instrument having been proved by certified oath of Stephen O'Brien, subscribing witness, was thereon registered in the Registry of Deeds at Halifax, at twelve o'clock (noon) of the twentieth day of August, A.D. 1880, in Book 223, pages 530 and 531.

JNO. C. DAVIS,
Deputy Registrar.

Recorded 8th October, 1880. }
Lib. 44, Folio 402. }
L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 177.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Warriors of the Wyandott Indians of the Township of Anderdon, in the County of Essex and Province of Ontario, being a majority of the male members of the said Wyandott Indians, of the full age of twenty-one years, in council summoned and assembled for that purpose, among other things, according to their rules, and held in the presence of Ebenezer Watson, Esquire, Commissioner and Visiting Superintendent of Indian Affairs, duly authorized to attend such council, for and in consideration of the trusts and for the purpose hereinafter mentioned, and of the sum of one dollar of lawful money of Canada (the receipt whereof is hereby acknowledged), in our names and in the name of the whole, and on the behalf of our said Nation or Band, have given, assigned, released and surrendered, and by these presents do give, assign, release and surrender, unto Her Majesty, Her successor and assigns, all and singular, that certain parcel or tract of land or lands covered with water, situate, lying and being in the Township of Anderdon, in the County of Essex, and Province of Ontario, being composed of the water front or lot immediately in front of the southerly two-thirds part of lot number thirteen, in the first concession of the said Township of Anderdon, which may be described as follows, that is to say: Commencing at the edge of the Detroit River, on the line between said lot number thirteen and lot number twelve; thence westerly on the said line produced, twelve chains, more or less, to the Channel Bank of the said River Detroit; thence northerly following the said Channel Bank, six chains and sixty-seven links, more or less, to the line between the said southerly two-thirds and the northerly third of the said lot produced; thence easterly along the last mentioned limit to the edge of the said river, twelve chains, more or less; thence southerly along the edge of the said river, six chains, sixty-seven links, more or less, to the place of beginning, containing by admeasurement eight acres, be the same more or less.

To have and to hold the said land unto Her Majesty, Her successor and assigns forever, in trust and for the purpose following, that is to say: In trust, to grant, convey and assure the same in fee simple unto Solomon White, of the Town of Windsor, in the said County of Essex, a Barrister-at-Law, and a member of the said Wyandott Indians.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this seventh day of May, in the year of our Lord one thousand eight hundred and seventy-nine, at our council house in the said Township of Anderdon.

Signed, sealed and delivered }
in the presence of }
JOSEPH WHITE.
EBENEZER WATSON.

his	
JOSEPH x WHITE, <i>Chief.</i>	[L.S.]
mark.	
JOSEPH WARROW,	[L.S.]
ALEXANDER WHITE,	[L.S.]
ALEXANDER CLARKE,	[L.S.]
GEO. G. CLARKE,	[L.S.]
THOS. B. WHITE,	[L.S.]
JOSEPH J. CLARK,	[L.S.]
his	
WM. HUNT, x	[L.S.]
mark.	
RANDOLPH CLARKE,	[L.S.]
LEWIS WARROW,	[L.S.]
JOSEPH WHITE, JR.,	[L.S.]
THOMAS WARROW,	[L.S.]
P. D. CLARKE.	[L.S.]

ONTARIO,
COUNTY OF ESSEX. }
To Wit: }

I, Joseph White, of the Town of Windsor, in the County of Essex, wine merchant, make oath and say:

1. That I am a member of the Wyandott Indians, of the Township of Anderdon, and one of the Principal Men present at the meeting or council of the said Wyandott Indians, whereat the foregoing release or surrender was assented to, and as such entitled to vote thereat.

2. That the foregoing release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof summoned for that purpose (among others), according to their rules, and held in the presence of Ebenezer Watson, Esquire, Visiting Superintendent of Indian Affairs, at their council house, in the Township of Anderdon, as attested by the signatures of the Chief and twelve others of such male members, as will appear on reference thereto.

Sworn before me at the Town of Windsor, in the County of Essex, this 4th day of May, 1880.

JOSEPH WHITE.

G. W. LEGGATT,
Judge of the County Court, County of Essex.

ONTARIO,
COUNTY OF ESSEX, }
To Wit: }

I, Ebenezer Watson, of the Town of Sarnia, in the County of Lambton, Esquire, make oath and say:

1. That I am a visiting Superintendent of Indian Affairs, authorized by the Superintendent-General of Indian Affairs of the Dominion of Canada to attend the meeting or council of the Wyndott Indians of Anderdon, summoned according to their rules, for the purpose, among others, of making the annexed release or surrender.

2. That the annexed release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof summoned for that purpose (among others) according to their rules, and held in my presence, at their Council House, in the Township of Anderdon, and attested by the signatures of thirteen of such male members appended to the said release or surrender.

Sworn before me at the Town of Sandwich, in the County of Essex and Province of Ontario, this 29th day of April, 1880.

EBENEZER WATSON.

G. W. LEGGATT,
Judge of the County Court, County of Essex.

Recorded 3rd August, 1880.

L. A. CATELLIER,
Dep. Registrar-General of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 21st January, 1881.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. 60, Folio 433.

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 178.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Warriors of the Wyandott Indians, of the Township of Anderdon, in the County of Essex, and Province of Ontario, being a majority of the male members of the said Wyandott Indians, of the full age of twenty-one years, in Council summoned and assembled, for that purpose among other things, according to their rules, and held in the presence of Ebenezer Watson, Esquire, Commissioner and Visiting Superintendent of Indian Affairs, duly authorized to attend such Council, for and in consideration of the trusts, and for the purposes hereinafter mentioned, and of the sum of one dollar of lawful money of Canada (the receipt whereof is hereby acknowledged), in our names and in the name of the whole, and on the behalf of our said Nation or Band, have given, assigned, released and surrendered, and by these presents do give, assign, release and surrender unto Her Majesty, Her successor and assigns, all and singular those certain parcels or tracts of land situate, lying and being in the Township of Anderdon, in the County of Essex and Province of Ontario, being composed of : Firstly, the south-east quarter of lot number six, in the third concession of the said Township of Anderdon, containing fifty acres, be the same more or less ; secondly, the south-west quarter of lot number nine, in the fourth concession of the said Township of Anderdon, containing fifty acres, be the same more or less ; thirdly, the south-east quarter of lot number nine, in the fourth concession of the said Township of Anderdon, containing fifty acres, be the same more or less ; fourthly, the north-west quarter of lot number eight, in the second concession of the said Township of Anderdon, containing fifty acres, be the same more or less ; fifthly, the south-west quarter of lot number six, in the third concession of the said Township of Anderdon, containing fifty acres, be the same more or less.

To have and to hold the said parcels of lands unto Her Majesty, Her successor and assigns forever, in trust, and for the purposes following, that is to say: In trust to grant, convey and assure the same respectively, in fee simple, as follows, that is to say : The parcel of land firstly above mentioned unto Victoria Maguire (wife of Henry Maguire, of the said Township of Anderdon, farmer), who was formerly a member of the said Wyandott Indians ; the parcel of land secondly above mentioned unto Elmira Clark, a member of the said Wyandott Indians ; the parcel of land thirdly above mentioned unto Christine Ramon, who was formerly a member of the said Wyandott Indians and now the wife of Pierre Ramon, of the Town of Windsor, in the said County of Essex, Inland Revenue Officer ; the parcel of land fourthly above mentioned unto Catherine Bernard, who was formerly a member of the said Wyandott Indians, and now the wife of John Bernard, of the said Township of Anderdon, farmer ; and the parcel of land fifthly above mentioned unto Charlotte Marsh, who was formerly a member of the said Wyandott Indians, and now the wife of Byron M. Marsh, of the said Township of Anderdon, farmer.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this seventh day of May, in the year of Our Lord one thousand eight hundred and seventy-nine, at our Council House, in the Township of Anderdon aforesaid.

Signed, sealed and delivered)
in the presence of {

JOSEPH WHITE,
EBENEZER WATSON.

JOSEPH WHITE,	his x Chief.	[L.S.]
JOSEPH WARROW,	mark.	[L.S.]
S. WHITE,		[L.S.]
THOS. B. WHITE,		[L.S.]
GEO. G. CLARKE,		[L.S.]
ALEXANDER CLARKE,		[L.S.]
ALEX'R WHITE,		[L.S.]
THOMAS WARROW,		[L.S.]
JOSEPH WHITE,		[L.S.]
LEWIS WARROW,		[L.S.]

RANDOLPH CLARKE,	[L.S.]
his	
WM. HUNT, x	[L.S.]
mark.	
JOSEPH J. CLARKE,	[L.S.]
P. D. CLARKE,	[L.S.]

ONTARIO,
COUNTY OF ESSEX. }
To Wit:

I, Ebenezer Watson, of the Town of Sarnia, in the County of Lambton, Esq., make oath and say :

1. That I am a Visiting Superintendent of Indian Affairs, authorized by the Superintendent-General of Indian Affairs, of the Dominion of Canada, to attend the meetings or councils of the Wyandott Indians of Anderdon, summoned according to their rules, for the purpose, among others, of making the annexed release or surrender.

2. That the annexed release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof, summoned for that purpose (among others), according to their rules, and held in my presence at their council house, in the Township of Anderdon, and attested by the signatures of the Chief and thirteen of such male members, as appears on reference to the said release or surrender.

Sworn before me at the Town of Sand-
wich, in the County of Essex, this }
29th day of April, 1880.

EBENEZER WATSON.

G. W. LEGGATT,

Judge of the County Court, County of Essex.

ONTARIO,
COUNTY OF ESSEX. }
To Wit:

I, Joseph White, of the Town of Windsor, in the County of Essex, wine merchant, make oath and say :

1. That I am a member of the Wyandott Indians, of the Township of Anderdon, and one of the Principal Men present at the meeting or council of the said Wyandott Indians, whereat the within release or surrender was assented to, and as such entitled to vote thereat.

2. That the within release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof, summoned for that purpose (among others), according to their rules, and held in the presence of Ebenezer Watson, Esq., Visiting Superintendent of Indian Affairs, at their council house, in the Township of Anderdon, as attested by the signatures of the Chief and thirteen others of such male members as will appear on reference thereto.

Sworn before me at the Town of Wind-
sor, in the County of Essex, this 30th }
day of April, 1880.

JOSEPH WHITE.

G. W. LEGGATT,

Judge of the County Court, County of Essex.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,

REGISTRAR'S BRANCH, OTTAWA, January 21st, 1881.

I hereby certify the within to be a true and faithful copy of the record of the original surrender, as entered in Lib. 60, Folio 430.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

Recorded 29th July, 1880.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 179.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chief and Warriors of the Wyandott Indians, of the Township of Anderdon, in the County of Essex and Province of Ontario, being a majority of the male members of the said Wyandott Indians of the full age of twenty-one years, in council summoned and assembled, for that purpose, among other things, according to their rules, and held in the presence of Ebenezer Watson, Esq., Commissioner and Visiting Superintendent of Indian Affairs, duly authorized to attend such council, for and in consideration of the trusts and for the purposes hereinafter mentioned, and of the sum of one dollar of lawful money (the receipt whereof is hereby acknowledged), in our names and in the name of the whole, and on the behalf of our said Nation or Band, have granted, given, assigned, released and surrendered, and by these presents do grant, give, assign, release and surrender unto Her Majesty, Her successors and assigns, all and singular that certain parcel or tract of land, or land covered with water, situate, lying and being in the Township of Anderdon, in the County of Essex and Province of Ontario, being composed of the water front or lot immediately in front of lot number eighteen, in the first concession of the said Township of Anderdon, which may be described as follows, that is to say : Commencing at the edge of the Detroit River, on the boundary line between said lot number eighteen and lot number seventeen ; thence westerly, following the said boundary line, produced twelve chains, more or less, to the channel bank of the said River Detroit ; thence northerly, following the said channel bank, ten chains, more or less, to the boundary line produced between the said lot number eighteen and lot number nineteen ; thence easterly along the last mentioned limit, fifteen chains, more or less, to the water's edge of the said river ; thence southerly along the said water's edge of the said river, ten chains, more or less, to the place of beginning—containing by admeasurement thirteen acres, more or less.

And also, all and singular that certain other parcel or tract of land, and land covered with water, situate, lying and being in the Township of Sandwich West, in the said County of Essex and Province of Ontario, being composed of an "Island," described and known as "Grass Island," situate in the Detroit River, opposite to "Fighting Island," also situate in the said river, said to contain by admeasurement fifteen acres more or less.

To have and to hold the same, together with their appurtenances, unto Her Majesty, Her successor and assigns forever, in trust, to sell and convey the same to the purchaser or purchasers thereof, and to apply the proceeds thereof for the use and benefit of the said Wyandott Indians.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this twenty-seventh day of April, in the year of Our Lord one thousand eight hundred and eighty, at our council house in the said Township of Anderdon.

Signed, sealed and delivered }
in the presence of }
EBENEZER WATSON,
Indian Supt.
S. WHITE.

his
JOSEPH x WHITE, Chief. [L.S.]
mark.
JOSEPH WARROW, [L.S.]
THOS. B. WHITE, [L.S.]
ALEXANDER CLARK, [L.S.]
JAMES CLARK, [L.S.]
ALEXANDER WHITE, [L.S.]
JOSEPH CLARK, [L.S.]
ISRAEL J. SPLITLOG, [L.S.]
LEWIS WARROW, [L.S.]
GEO. G. CLARK, [L.S.]
THOMAS WARROW, [L.S.]
ABRAM CLARK, [L.S.]
S. WHITE, [L.S.]
JOSEPH WHITE. [L.S.]

ONTARIO, }
COUNTY OF ESSEX. }
To Wit: }

I, Solomon White, of the Town of Windsor, in the Co. of Essex, Esquire, make oath and say :

1. That I am a member of the Wyandott Indians of the Township of Anderdon and one of the Principal Men present at the council or meeting of the said Wyandott Indians whereat the foregoing release or surrender was assented to, and as such entitled to vote thereat.

2. That the foregoing release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof, summoned for that purpose (among others) according to their rules, and held in the presence of Ebenezer Watson, Esquire, Visiting Superintendent of Indian Affairs, at their council house, in the Township of Anderdon, as attested by the signatures thereto of the Chief and thirteen others of such male members, as will appear on reference thereto.

Sworn before me at the Town of Sand-
wich, in the County of Essex, this }
29th day of April, 1880. }

S. WHITE.

G. W. LEGGATT,

Judge of the County Court, County of Essex.

ONTARIO, }
COUNTY OF ESSEX. }
To Wit: }

I, Ebenezer Watson, of the Town of Sarnia, in the County of Lambton, Esquire, make oath and say :

1. That I am Visiting Superintendent of Indian Affairs, authorized by the Superintendent-General of Indian Affairs of the Dominion of Canada to attend the meetings or councils of the Wyandott Indians of Anderdon, summoned according to their rules for the purposes, among others, of making the annexed release or surrender.

2. That the annexed release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon of the full age of twenty-one years, at a meeting or council thereof, summoned for that purpose (among others), according to their rules, and held in my presence at their council house in the Town-

ship of Anderdon and attested by the signatures of the Chief and thirteen of such male members as aforesaid, as appears on reference to the said release or surrender.

Sworn before me at the Town of Sand-
wich, in the County of Essex, this }
29th day of April, 1880. }

EBENEZER WATSON.

G. W. LEGGATT,

Judge of the County Court, County of Essex.

Recorded 3rd August, 1880.

L. A. CATELLIER,

Deputy Registrar-General of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,

REGISTRAR'S BRANCH, OTTAWA, 4th February, 1881.

I hereby certify the within to be a true and faithful copy of the record of the original surrender, as entered in Lib. 60, Fol. 435.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 180.

WE, THE UNDERSIGNED, proprietors or interested in certain lands situated as much in the Seigniority as in the Indian Reserve of the Abenakis of St. Francis, which have been acquired from the Indians, or some of them by whites, and have been and are to-day owned by whites, we renew by these presents the offer made by some of us, on or about the third day of January, eighteen hundred and seventy-nine, to Mr. J. V. DeBoucherville, at that time sent by the Crown on the subject of the affairs of the said Indians, the said offer was to pay to the Crown for the benefit of the said Abenakis to be employed to their advantage, an established rent to the amount of thirty cents per annum for each acre of the said lands, redeemable by paying the principal, which is represented by said rent at 6 per cent, keeping account, however, of the established rents already imposed on parts of said lands by the Cadastre of the Seigniority of the said Indians made by Mr. H. Judah, Commissioner of Seigniorities, the amount of the said already imposed rents to be deducted from the said proposed rent of 30 cents per acre, so that those lands would only be charged like the others viz., 30 cents per acre, in all, the said new rent to be payable yearly on the 15th January at the same time with those already imposed and mentioned above, and to begin from the 15th January, 1879, and the arrears of said rents seigniorial constituted heretofore paid or at present payable on account of the lands entered in the Cadastre to be deduced on the said proposed rent of 30 cents, so as to put these lands on the same footing with those which were entered on the Cadastre not having paid any rent in the past.

The said offer is thus made by the undersigned, to take effect only on its acceptance by the Crown, and on the condition notwithstanding the obligation to pay said rent, there be issued by the Crown letters patent or titles of concession of the right of property and free possession of the said lands in favour of the proprietors and possessor mentioned, the whole with which these presents can be interpreted as bearing any admission no more than any abandonment of rights whatever on the part of the undersigned, who reserve themselves the benefit of all their rights and titles; as long as a settlement of this affair has been arrived at by the parties here concerned.

The lands for which the said rent is offered and the issue of said title asked for, are those mentioned in the report of Mr. Spragge, made to the Government in or about 1869, after the enquiry made by Mr. Commissioner Armstrong, to which report it is humbly referred.

And we request Mr. H. Vassal, agent of the Indians, of the advice of these latter, to make known our offers above mentioned to the competent authorities and adopt of measures that he will think necessary to arrive at the conclusion of this affair.

In faith of which we have signed at St. François-du-Lac, this 20th May, 1880.

Signed, &c., &c.

At a Council General of the Chiefs and members of the Indian Tribe of Abenakis of the village of St. Francis de Sales, held according to general convocation, at the usual place of sittings at the said village on the first of July, 1880, to which council are at present: Henry Vassal, Agent; Solomon Benedict, Grand Chief; Joseph Laurent, H. L. Masta and Louis Nagazoa, Chiefs, and other members of the tribe; Mr. H. Vassal, Agent of the tribe, submits to that council a certain document dated at St. Francis du Lac, the 20th May last, signed by the Hon. Charles Gill, Victor Gladu, Madame Jane Allmott and other whites, proposing and offering to pay to the Crown for the benefit of the tribe of Abenakis, an established rent to the amount of 30 cents per annum for each acre of lands mentioned in the report of Mr. Spragge made to the Government of Canada in or about 1869, after the enquiry made by Mr. Commissioner James Armstrong, the said rent to be redeemable by paying the principal which it represents at six per cent, in deducting the rents already imposed on those said lands, comprised in the Cadastre of the Seignior of the said Indians made by Mr. H. Judah, Seigniorial Commissioner, the said proposed rent to be payable on the 15th January annually, and to run from the 15th January, 1879, the arrears of the rents already paid for the lands entered in the Cadastre to be deducted from the new proposed rent, in such a way as to equalize the latter lands with those which, not having been entered on the Cadastre, have not paid any rents in the past, the said offer therefore made subject to its acceptance by the Crown and to the granting of letters patent or titles of concessions of the right of property and free possession of the said lands in favour of the proprietors and possessors mentioned, and under the other conditions and restrictions brought forward in the above mentioned document. Reading of the said document having been done by H. L. Masta, one of the Chiefs, and explanation having been given by H. Vassal, Agent, and the said document having been taken in consideration by this Council, it was proposed and unanimously resolved by said council :

That the offer and proposition made to pay the said rent of 30 cents per acre of the said lands, to the terms, clauses, and conditions mentioned in the said document, dated the 20th May last, be accepted by this council, for and in the name of the said Tribe, as compensation and in payment of the rights of the Tribe and of the Crown on the said lands mentioned in the said document, and in the report, &c., &c., and as a satisfactory settlement of the rights of the parties concerned, and that the Government of Canada be humbly begged to sanction, accept and put into execution the offers contained in the said document excepting, however, as to that which it concerns those of the said lands mentioned in the said report of Mr. Spragge under the numbers hereafter indicated, to which lands the present resolution does not apply itself because among other reasons these lands are in the village itself, of the Tribe, viz. :—

Lot No. 4, occupied by Joseph Rascony.

Lot No. 9, occupied by Henry Vassal.

Lot No. 11, occupied by Henry Vassal.

Lot No. 14, on Round Isle.

Lots Nos. 22, 23, 24.

And as to Lot No. 5, occupied by Joseph Rascony, it can be ceded subject to the payment of the rent of 30c., the same as the others, but on the condition that he must not put up any building for the Whites nor let the Whites live in any building thereon, but the possessor or proprietor of this property may keep the barn now on the lot in repair, or rebuild another to replace this one, but only to have one barn

on the land for the use of the Whites which is to be used for agricultural purposes only. The lot ought also to be reduced by one-third of an acre on the west side before the sale or concession is made.

The present resolution should not be adopted as giving up any of the rights of the tribe on the part of the council; but, on the contrary, under the express reservation of the land rights and privileges until the final settlement of this matter is effected.

And that the present resolution should be transmitted to the Government of Canada, respectfully praying them to give effect, if they think it right in their wisdom and care for the interests of this tribe to meet the ends of justice.

And that Mr. Henry Vassal, Agent of the Tribe, be requested to forward this to the Government of Canada, and authorized to carry on in the name of the Tribe, all correspondence and negotiations tending to the conclusion and final settlement of this matter.

H. L. MASTA, *Chief*.
JOS. LAURENT,
LOUIS NAGAZOA,

We, the undersigned, Henry Vassal, Acting Agent for the Abenakis Tribe of Indians of St. Francis, and Louis Nagazoa, one of the Chiefs of the said Tribe, having both been duly sworn on the Holy Evangelists, do solemnly swear and make oath that the foregoing resolution has been adopted according to its form and tenor to all intents and purposes by the Tribe at a general council thereof and subscribed by the Chiefs of the said Tribe, and we have signed.

Sworn before me, one of the
Justices of the Superior Court
for Lower Canada, residing at
Sorel, in the District of Riche-
lieu, within the limits of which
is located the reserve of the said
Abenakis Tribe, on this eighth
day of January, 1881.

CHARLES GILL,
J. S. C.

H. VASSAL,
Indian Agent.
LOUIS NAGAZOA,
Chief.

PRIVY COUNCIL OFFICE,
OTTAWA, 7th January, 1881.

I hereby certify that the foregoing agreement, dated 1st of July, 1880, has been accepted by His Excellency the Governor General in Council on this the 7th of February, 1881.

J. O. COTE,
Clerk Privy Council.

Recorded 4th March, 1881. }
Lib. 44, from folio 704 to 707, both inclusive. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 182.

THIS INDENTURE, made the 30th day of April, A.D. 1881, between Preston Bennett, Moses Lumby and Frederick Bennett, all of Yale District, British Columbia, Gentlemen, and Robert Edwin Jackson, of the City of Victoria, in said Province, Esquire, who executes these presents at the request of the said Preston Bennett, Moses Lumby and Frederick Bennett, hereinafter called the vendors, of the first part; and Her Most Gracious Majesty Queen Victoria, of the second part:

WHEREAS, the Honourable Sir John A. Macdonald, K.C.B., Superintendent General of Indian Affairs for the Dominion of Canada, for and in the name of Her said

Majesty, hath required for the purposes of Indian Affairs the lands hereinafter mentioned and described, and the said vendors have agreed to sell the said lands for the price hereinafter mentioned,—

NOW THIS INDENTURE WITNESSETH that the said vendors, in consideration of the sum of five dollars to them the said vendors in hand paid by the said Minister (the receipt whereof is hereby acknowledged), do grant, yield up, and surrender unto Her said Majesty, Her heirs and successors, all and singular that certain piece or parcel of land situate in the District of Yale, in the Province of British Columbia, and which may be described as a portion of lot number (105) one hundred and five group (1) one, section (34) thirty-four, Township (XXXV) thirty-five, in the Osooyos Division of Yale District, more particularly set out and described and coloured red on the annexed plan, and containing five and one-half acres, more or less, together with the mines and minerals thereunder belonging to the vendors, and all and singular, the ways and rights of way and watercourse, easement, and appurtenances thereto belonging.

IN WITNESS WHEREOF, the said vendors	have hereto set their hands and seals.
Signed, sealed and delivered	PRESTON BENNETT, [L.S.]
in the presence of Henry	MOSES LUMBY, [L.S.]
Harland, of Spallumcheen,	FREDERICK BENNETT, [L.S.]
B.C., farmer.	ROBERT E. JACKSON. [L.S.]

D. M. EBERTS, OF VICTORIA, B.C.,

As to execution by R. E. Jackson.

I hereby certify that Robert Edwin Jackson, personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party; that he knows the contents thereof and that he executed the same voluntarily.

IN TESTIMONY WHEREOF, I have hereto set my hand and seal of Office at Victoria, this twenty-seventh day of May, in the year of Our Lord one thousand eight hundred and eighty-one.

D. M. EBERTS, J.P.,
British Columbia.

For Maker of the Deed.

I hereby certify that Preston Bennett, Moses Lumby, and Frederick Bennett are personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed Instrument as the makers thereof, and whose names are subscribed thereto as parties; that they know the contents thereof, and that they executed the same voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office at Spallumcheen, B.C., this thirtieth day of April, in the year of, Our Lord one thousand eight hundred and eighty-one.

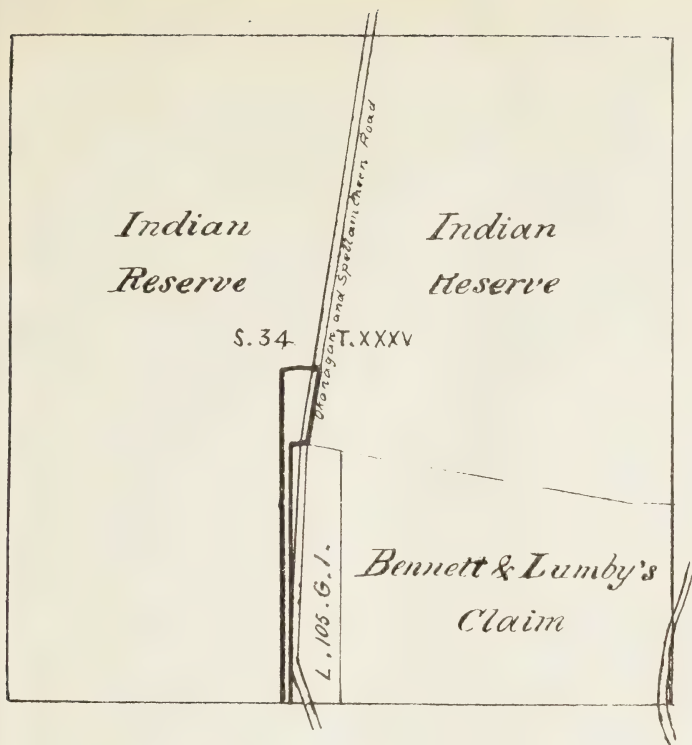
A. L. FORTUNE, J.P.

Recorded 27th July, 1881. }
Lib. 80, Fol. 26. }

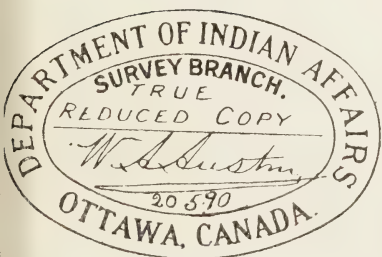
L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 183.

To all to whom these Presents shall come. We, Wa-wa-se-capow, Chief, and Oo-ta-ka-wenin, and Sauvage, Head Men of the Band of Salteaux Indians in the North-West Territories of Canada, known as Wa-wa-se-capow's Band—Send Greeting.



Scale - of Chains
 20 15 10 5 0 10 20 30 40 Chs.



Department of the Secretary
 of State of Canada
 Registrar's Branch
 Ottawa 27th July 1881

This plan is annexed to a Deed of
 land from Preston Bennett et al to Her
 Majesty the Queen, dated 30th April
 1881 and recorded this day in
 Lib. 80 - fol 26

(Witnessed)

L. H. Hether

Depy. Registrar General
 of Canada

Whereas, in fulfilment of the provisions of "certain articles of a Treaty" made and concluded at Qu'Appelle, in the said Territories, bearing date the fifteenth day of September, in the year 1874, known as the Qu'Appelle Treaty No. 4, to which treaty the said Wa-wa-se-capow's Band became parties by an instrument in writing, dated and executed at Fort Ellice, in the said Territories, on the twenty-first day of September aforesaid, certain lands in the said Territories, of which the lands hereinafter described form part, have been duly assigned as a reserve for the said band of Indians.

And whereas, since the assignment thereof as aforesaid it has been found more convenient and for the interests of the said Band of Indians that the boundaries of the said reserve on the north and east sides thereof should be altered, and in lieu of the lands (hereinafter described) by such alterations of boundaries excluded, other lands of equal extent assigned to the said Band.

And whereas, at a meeting or council of the said Band, summoned for the purpose, according to their rules, and held on the twenty-fourth day of February, in the year 1881, at the said reserve, in the presence of Allan Macdonald, Esquire, duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs, pursuant to the requirements of section 37 of the Indian Act, 1880, the assent of the majority of the male members of the said Band of the full age of twenty-one years, for the surrender to Her Majesty of the lands hereinafter described, has been given.

Now KNOW YE, that we, the said Wa-wa-se-capow, Oo-ta-ka-wenin, and Sauvage, as Chief and Headmen as aforesaid, representing the said Band of Indians, and for and in the name of the said Band, for the object and purpose above set forth, do hereby release, surrender and yield up to Her Majesty, all that portion of the said reserve, as it now exists and is defined, lying to the eastward of the Bird Tail Creek, extending from its southern boundary, northwards to a point from which a line drawn east and west will intersect the southern boundary of school section eleven of township twenty, range twenty-five, west of the principal Meridian, and also so much of the northerly part of the said reserve, across the same, as, with the portion thereof hereinbefore described, will when surveyed and measured, contain in all thirty square miles.

To hold the same to Her Majesty, Her heirs and assigns forever.

IN WITNESS WHEREOF, we, the said Wa-wa-se-capow, Oo-ta-ka-wenin, and Sauvage, have hereunto set our hands and seals at Fort Ellice, in the North-West Territories of Canada, this seventh day of March, one thousand eight hundred and eighty-one.

Signed, sealed and delivered, the said
hereinbefore written Instrument being
first read over and interpreted in the
Salteaux Indian language to the said
Wa-wa-se-capow, Oo-ta-ka-wenin, and
Sauvage, in presence of
AND. McDONALD, J.P., *Fort Ellice.*
PETER HOURIE.

WA-WA-SE-CAPOW,	his x mark.	[L.S.]
OO-TA-KA-WENIN,	his x mark.	[L.S.]
SAUVAGE,	his x mark.	[L.S.]

The foregoing deed of surrender has been approved by His Excellency the Governor General in Council on the 27th day of April, 1881.

J. O. COTE,
Clerk Privy Council.

CANADA, }
NORTH-WEST TERRITORIES. }

Be it remembered that on this seventh day of March, in the year 1881, at Fort Ellice, in the said Territories, personally appeared before me, the undersigned, a Stipendiary Magistrate in and for the said Territories, Allan McDonald, Esq., resident Indian Agent for Treaty number four, and Wa-wa-se-capow, the Salteaux Indian Chief named in the Instrument hereto attached, who, being by me duly sworn did severally depose and say :

That the surrender hereto annexed has been assented to by the Band in the said surrender named at the council or meeting of the said Band, as set forth in the said surrender.

A. McDONALD,

Sworn before me on the day and }
at the place above named. }

WA-WA-SE-CAPOW. ^{his} x
mark.

HUGH RICHARDSON,

Stp. Mag. North-West Territories.

Recorded 27th July, 1881. }

Lib. 80, Folio 32. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 184.

KNOW ALL MEN BY THESE PRESENTS that we, the Chief and Principal Men of the Band of Indians known as the Chippewas of the Thames, owning and occupying the Caradoc Indian reserve, in the County of Middlesex, in the Province of Ontario and Dominion of Canada, have hereunto set our hands and seals for and on behalf of the voting members of the said Band, being this day assembled in council, summoned for that purpose, whereat a majority of said voting members agreed to surrender and yield up to Our Sovereign Lady the Queen, Her heirs and successors, all the right, claim and title which the Band aforesaid possesses of, in, and to those certain parcels of land lying and being in our reserve aforesaid, and more particularly known and described as follows :

Forty-five acres, of the east half of the north half of two, in the second range, located to James Alloway. Fifty acres, being the west half of the north half of lot five in the second range, located to George Madison. The west fifty acres of the north half of lot six in the second range, located to Abel Waucaush, but now being the location of James Wilson. Ninety acres of the north half of lot nine in the second range. Thirty-five acres of the west half of the north half of lot ten and the east fifty acres of east half of north half of lot ten, in the second range, located to Adam Halfday and Widow Betsy Riley. Twenty acres of the east gore of lot thirteen, in the second range, located to Joseph Waucaush. The north-east part of lot five in the second range, containing sixty acres, located to Nelson Beaver. The south ninety acres of lot seven in the second range, located to Moses King. The east fifty acres of the south half of lot eight in the second range, located to John Henry. The south half of lot nine in the second range. The south thirty-two acres of the south half of lot eleven in the second range. The east fifty acres of the north half of lot five in the third range. The west fifty acres of the north half of lot seven in the third range. The east half of the north half of lot seven in the third range, containing fifty acres. The north forty acres of the north half of lot eight in the third range. The gore of the east part of lot twelve, containing twenty-two acres. The south half of lot eight in the third range, containing one hundred acres. The north seventy-five acres of lot nine in the third range. The south gore of lot eleven in the third range. The west half of the south half of lot ten in the third range. The north half of lot nine in the fourth range, containing one hundred acres. Lot ten in the fourth range, containing sixty-five acres. The east half of the south half of lot eight in the fourth range, containing fifty acres. The north half of the south half of lot nine in the fourth range, containing about forty-five acres. The south half of the south half of lot nine in the fourth range, containing about forty acres. The west half of the south half of lot five in the third range, containing fifty acres. The east twenty-three acres of the south half of lot six in the second range. Forty-eight acres of the north half of lot seven in the third range. Fifty acres of the south half of lot eleven in the fifth range. The north thirty-five acres of lot eleven in the fifth range.

Village of Colbourne lots, viz. : First range north in village, north half of lots Nos. 18, 19, 20, 21, 22, 23; second range north half of lots Nos. 18, 19, 20, 21, 22; second range south half Nos. 18, 19, 20, 21.

River range, running south-east, lots Nos 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21.

River range running north, lots Nos. 1, 2, 3, 4, 5, 6, 7, 8.

With the exception of lots from 1 to 10 in river range, running south-east, which average twenty acres each, all the other Village of Colbourne lots, average ten acres each.

In trust, with the object of the lands in question being leased for the benefit of the Indians to whom the respective portions of the said lands have been or may hereafter be allotted to such person or persons, and upon such terms and conditions as the Government of the said Dominion may deem most conducive to the interest of us and our people.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Caradoc Indian Reserve, this sixth day of October, in the year of Our Lord one thousand eight hundred and eighty-one.

In presence of: }
THOMAS GORDON, *Indian Agent.* }

JOSEPH FISHER, <i>Chief,</i>	[L.S.]
NELSON BEAVER, "	[L.S.]
JOB FISHER, "	[L.S.]
JOHN CHICKEN, "	[L.S.]
JOHN HENRY, <i>Interpreter.</i>	[L.S.]
GEORGE FISHER,	[L.S.]
JACOB HENRY,	[L.S.]
JOHN FRENCH,	[L.S.]
ADAM HALFDAY,	[L.S.]

JOHN T. WAUCOSH, x	his mark. [L.S.]
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JAMES ALWAY, x	his mark. [L.S.]
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PETER BRIGHAM, x	his mark. [L.S.]
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PROVINCE OF ONTARIO. }
To Wit: }

Personally appeared before me, Thomas Gordon, of the Town of Strathroy, Indian Agent, and Chief Joseph Fisher, of the Caradoc Indian Reserve, who being duly sworn, severally depose and say :

And the said Thomas Gordon, for himself saith :

That the annexed surrender was assented to by the said Chief and Principal Men, and by a majority of the said Band of Indians entitled to vote at a meeting or council thereof summoned for that purpose. That such meeting or council was held in his presence and he heard such assent given.

That such meeting or council was held in his presence and he heard such assent given.

That he was duly authorized to attend such meeting or council by the Superintendent-General of Indian Affairs.

And the said Joseph Fisher for himself saith :

That he is the Chief of the Chippewas of the Thames residing on the Caradoc Reserve, and was entitled to vote at the meeting or council aforesaid.

That the annexed release or surrender was assented to by him and by a majority of the members of the said Tribe or Band of Indians entitled to vote at the council or meeting before mentioned.

That such assent was given at a meeting or council of the said Tribe or Band of Indians summoned for that purpose, at which himself and the other said members

of the said Tribe or Band of Indians, were present and also the said other deponent, Thomas Gordon.

Sworn before me by the said deponents, }
 Thomas Gordon, Joseph Fisher, this }
 8th day of October, A.D. 1881. }

THOMAS GORDON,
 JOSEPH FISHER.

F. DAVIS,

Judge of the County Court of the County of Middlesex.

Recorded 29th November, 1881. }
 Lib. 80, Folio 134. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 185.

We, the undersigned Chiefs and Principal Men of the Band of Indians owning the tract of land known as the Mississagua Indian Reserve, or Reserve No. 8, in the schedule of reserves under the Robinson Treaty, and being a majority of the male members of the said Band of the full age of twenty-one years, habitually residing on or near the Reserve in question, duly assembled at a council of the said Band called for the purpose and according to the rules of the said Band, and held in the presence of an officer duly authorized by the Honourable the Superintendent-General of Indian Affairs to attend such council, which said reserve is described in the Treaty effected on the 9th day of September, A.D. 1850, with the Chiefs and Principal Men of the Ojibway Tribe of Indians inhabiting and claiming the eastern and northern shores of Lake Huron, by the Honourable William B. Robinson, on behalf of Her Majesty the Queen of Great Britain and Ireland, as being situated "between the Rivers Mississagua and Penelew-abekong, up to the first rapids," acting on behalf of the whole people of our said Tribe, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain tract or parcel of land situate in the District of Algoma, in the Province of Ontario, being composed of all that portion of the said herein-before mentioned Mississagua Indian Reserve lying south of a line drawn due east from the mouth of the creek which empties into the Mississagua River on the left bank of the said river, a short distance below the falls, and opposite the trading post of Edward Sayer. Also, so much of the land lying north of the said creek which is now enclosed within a fence made by Theophile Texier, it being understood that the said Texier or any person claiming under him is not to enlarge his clearing, or to possess any right to allow his or their cattle to run on the reserve outside of the said fence, and containing about two thousand acres, be the same more or less.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of this Dominion shall or may deem conducive to the interests of us, the said Chiefs and Principal Men, and of our people, in all time to come. And upon the further condition that the moneys received for the sale thereof shall, after deducting the usual proportions for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants.

And we, the said Chief and Principal Men of the said band do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the said Government of this Dominion may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chief and Principal Men, have set our hands and affixed our seals unto this Instrument in the said District of Algoma, at Mississagua.

Done at Mississagua Indian Reserve, this twenty-seventh day of July, in the year of Our Lord one thousand eight hundred and eighty-one.

Signed, sealed and delivered in the presence of:

JAS. C. PHIPPS, *Visiting Superintendent of Indian Affairs.*
W. B. FRANCIS, *M.B.*
JOHN NICOL, *Missionary.*
JAS. C. IRVING.
JOHN DYKE, *H. B. Co.*
W. A. MCLEOD.

BONEKEOSH,	his x mark.	(totem) [L.S.]
PAIBOMIRAIWETUNG,	his x mark.	(") [L.S.]
JOSEPH BOYER,	his x mark.	(") [L.S.]
SAHGUTCHEWAIKEZHUK,	his x mark.	(") [L.S.]
PAIGUMESA,	his x mark.	(") [L.S.]
EDOWONEQUOT,	his x mark.	(") [L.S.]
MISSAHBAL,	his x mark.	(") [L.S.]
PAIGAMEGAHBOW,	his x mark.	(") [L.S.]
NAGEGOGEOSAI,	his x mark.	(") [L.S.]
PETER BOYER,	his x mark.	(") [L.S.]
WAITOTCHEWAMAH,	his x mark.	(") [L.S.]
by PAIBOMIRAIWETUNG,		(") [L.S.]

DISTRICT OF ALGOMA. }
To Wit: }

I, James C. Phipps, of Manitowaning, in the said district, Esquire, duly authorized by the Superintendent-General of Indian Affairs to attend the council of the Band of Indians referred to in the annexed surrender of reserve, and I, Bonekeosh, the Chief of the said Band of Indians, do, and each for himself doth hereby certify under oath, that the annexed surrender was duly assented to by a majority of the male members of the said Band of the full age of twenty-one years who habitually reside at or near the said reserve, at a meeting or council, of said Band summoned according to their rules for that purpose and held at Mississagua, in the said District, on the twenty-seventh day of July, A.D. 1881. And at the said time duly executed by us and the Principal Men of the said Band.

Certified and sworn to before me at }
Sault Ste. Marie, in the District of }
Algoma, this 16th day of August, A.D. }
1881, and the same being first read }
and explained to the said Bonekeosh. }

JAS. C. PHIPPS,
Agent as above authorized.

BONKEOSH, x
mark.

WALTER MCCREA,
Judge of the District of Algoma.

Recorded 15th November, 1881. }
Lib. 80, Fol. 132. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 186.

To all to whom these Presents may Come, be seen or known:

I, Alfred Passmore Pousette, a Notary Public for Ontario by Royal Authority duly appointed, residing at the Town of Peterborough in said Province, do certify and attest that the appointment and conveyance hereto annexed is a true copy of a document produced to me and purporting to be an appointment of new Trustees and conveyance from Robert H. Bethune and the Reverend Edward Riddell Roberts to the Hon. A. E. Botsford, James Hall, James Meyer and George Morrice Roger, and dated the twenty-eighth day of January, A.D. 1881, the said copy having been compared by me with the said original, an act thereof being requested, I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may require.

A. P. POUSSETTE,
Notary Public.

[L.S.]

THIS DEED, made in triplicate the twenty-eighth day of January, one thousand eight hundred and eighty-one, between Robert Henry Bethune, of the City of Toronto, in the Province of Ontario, in the Dominion of Canada, Gentleman, the eldest son and heir-at-law of the Right Reverend Alexander Bethune, Doctor of Divinity and Bishop of Toronto, in the said Province of Ontario (hereinafter called "the Bishop"), who up to the time of his death, hereinafter mentioned, had long been the sole surviving grantee in trust under the Crown grant of the nineteenth day of April, one thousand eight hundred and thirty-four, hereinafter recited, of the first part.

The Company for Propagation of the Gospel in New England and the parts adjacent in America, hereinafter called the Company, of the second part; the Reverend Edward Riddell Roberts, of Chemong, in the Township of Smith, in the County of Peterborough and Province aforesaid, Baptist clergyman, of the third part; and the Honourable Amos Edwin Botsford, of Sackville, in the County of Westmoreland, in the Province of New Brunswick, in the said Dominion, a member of the Senate of the same Dominion, and a member of the company; James Hall, of the Town of Peterborough, in the County of Peterborough aforesaid, Esquire; James Meyer, Esquire, Governor of the said New England Company, and George Morrice Roger, of the same town, Barrister-at-law, of the fourth part.

Whereas, the company was originally created by an Act or Ordinance of the Long Parliament, passed on the twenty-seventh day of July, one thousand six hundred and forty-nine, and (at the Restoration) the company was revised by a charter, dated the seventh day of February, in the fourteenth year of the reign of King Charles the Second.

And whereas, considerable property real and personal in England and elsewhere has from time to time, since the original creation of the company, been acquired by the company and is now vested in the company, or in "the official trustees of charitable funds" in England, and the clear yearly income thereof is applicable by the company year by year for promoting and propagating the Gospel of Christ unto and among the heathen natives in parts of British North America within or near the Territories by the charter described as "New England and parts adjacent in America," and also for civilizing, teaching and instructing the said heathen natives and their children, not only in the principles and knowledge of the true religion and in morality, and in the knowledge of the English tongue, and in other liberal arts and sciences, but for educating and placing them or their children in some trade, mystery or lawful calling.

And whereas a rent charge granted in perpetuity out of land in England to the company as directed by the will of the Honourable Robert Boyle (the first Governor named in the charter of the company) and some accumulations thereof are vested in the company, and the growing payments of the same rent charge, together with the yearly income of the accumulations thereof, are applicable by the company year by year for the advancement of the Christian religion among infidels in the parts of America, under the Dominion of Her Majesty.

And whereas considerable other property, consisting of lands in England and money in the English funds derived under the will of the Reverend Daniel Williams (Doctor of Divinity and a Dissenting Minister, who departed this life in the year one thousand seven hundred and sixteen) is vested in the company or in "the official trustees of charitable funds" in England, and the clear yearly income of this property is applicable by the company year by year towards the advancement of the Christian religion among Indians, Blacks and Pagans in some or one of Her Majesty's plantations and colonies, and in maintaining, educating, civilizing and relieving the necessities of the said Indians, Blacks and Pagans, so far as such application in the maintenance, education, civilization and relief of the necessities of the same Indians, Blacks and Pagans is connected with or subservient to the purpose of advancing the Christian religion.

And whereas towards carrying into effect the purposes aforesaid the company, more than fifty years ago, broke up its then establishment at Sussex Vale, in New Brunswick, and discontinued the system of apprenticeship on which the company's agents there had then for many years been acting, and the company at the same time, under the advice of the Rev. John West, an Episcopal clergyman then in Canada, directed the attention of the company's agents chiefly to the heathen natives or Indians of the Six Nations in the neighbourhood of Brantford, and along the banks of the Grand River north of Lake Erie, and the company at the same time invited the Rev. Richard Scott, a minister of the Baptist denomination, then resident in New Brunswick, to repair to Upper Canada with a view to his settling there with some of the heathen natives, and he accordingly, in the year one thousand eight hundred and twenty-seven or one thousand eight hundred and twenty-eight, went to Brantford aforesaid, and after consulting with the said John West, decided to visit among the heathen natives or Indians, who for the most part led a scattered and wandering life (but with the view of catching fish and gathering rice), often resorted to some of the smaller lakes north of Lake Ontario and not far distant from Peterborough aforesaid, and His Excellency Sir Peregrine Maitland, K.C.B., the then Lieutenant-Governor of Canada, at an interview with the said Richard Scott, directed his special attention to the natives at Rice Lake (whom one Captain Charles Anderson, and the Rev. Mr. Hulbert, Methodist Missionary there, were then beginning to instruct and civilize), and accordingly the said Richard Scott visited the natives then in the neighbourhood of Peterborough aforesaid, and opened schools for some of them, and in due course reported to the company the then state and condition of the heathen natives or Indians resorting to Rice Lake and the other small lakes aforesaid, and he recommended settling them in villages of a few families, each near some of the said small lakes.

And whereas the said Richard Scott accordingly (under the company's instructions and as an agent authorized by the Company to spend five hundred pounds annually in civilizing the natives) petitioned the Governor and his then Majesty's Executive Council in the month of June, one thousand eight hundred and twenty-eight, praying that the town plot of one thousand one hundred and twenty acres on the north side of Rice Lake and near the mouth of the River Otonabee, which plot is described in the plan drawn on these presents, might be inalienably secured to the natives resorting to that station, he, as such Agent of the Company, proposing in his said petition to appropriate the principal part of the said sum to build a village, procure farming utensils, and provide the means of education and instruction in the Protestant religion for the said natives, and thereupon a license of occupation of the said town plot was granted by the Lieutenant-Governor to the said Richard Scott, and shortly afterwards, in consequence of a letter from the company to the Colonial Secretary of State, dated seventeenth August, one thousand eight hundred and twenty-eight, instructions were sent by him to the Governor on the twentieth day of May, one thousand eight hundred and twenty-nine, desiring a final grant to be made of the said town plot.

And whereas the company from that time to the present has constantly and at

a cost in the whole of many thousand pounds assisted the natives resorting to or settling near Rice Lake and other small lakes aforesaid to clear part of the said plot, as well as parts of two smaller tracts of land at Chemong Lake (containing respectively one thousand six hundred acres, granted in April, one thousand eight hundred and thirty-seven, and sixty-four acres granted in July, one thousand eight hundred and sixty-nine to the company in perpetuity), and to build thereon a separate dwelling for each family, as well as chapels and a Baptist mission house at Chemong, and a Methodist minister's residence at Rice Lake, and schools, and blacksmith's and carpenter's shops, and barns and other buildings, partly at Chemong and partly at or near a village known now by the name of Hiaawatha, near the shore of Rice Lake, and occasionally to rebuild or repair and improve the said buildings and to provide books as well as tools, implements and utensils, and to promote agricultural and other industry among the native tribes in Upper Canada.

And whereas, the said Richard Scott towards the end of the year one thousand eight hundred and twenty-nine reported to the company that the village at Rice Lake was finished, and that the contractor had done great justice to the buildings, and that His Excellency Sir John Colborne, K.C.B., the then Lieutenant-Governor, at a recent interview with the said Richard Scott had stated His Excellency's determination that the land then held by a license of occupation should be granted to the company for the sole use of the Indians.

And whereas, the said Richard Scott, in the month of June, one thousand eight hundred and thirty, reported to the company that at another interview with him at York His Excellency had promised the said Richard Scott that the land at Mud or Chemong Lake, as well as the said town plot at Rice Lake, should be granted to the company for the use of the Indians.

And whereas an Order or two Orders of the Governor in Council for a Crown grant of the town plot to the company or to some persons as trustees for Indians, was or were made on or before the 5th day of February, one thousand eight hundred and thirty-one, but the preparation of the grant so ordered was delayed while the then Attorney-General for the colony remained in office, and was completed by his successor after a lapse of more than three years, and accordingly letters patent under the Great Seal of the then Province of Upper Canada, dated the nineteenth day of April, one thousand eight hundred and thirty-four, and was registered on the thirtieth day of May, in the same year, Lib. E., Folio 491-494, were issued to the said Richard Scott, on the fourth day of June, one thousand eight hundred and thirty-four, whereby his then Majesty King William the Fourth granted said plot of one thousand and one hundred and twenty acres, by the description contained in the schedule hereto (but reserving within the same plot one chain of the front thereof on the lake as an accommodation for a ferry with free access to the beach for all vessels, boats and persons, and saving all mines of gold and silver, and all white pine trees then or thereafter growing on any part of the said plot, parcel or tract of land), to the said Richard Scott and Charles Anderson, and to Charles Rubidge, then of the Township of Otonabee, Esquire, and afterwards Registrar for the county, and the Honourable George Herchmer Markland, then of the city of Toronto, in the home district of the Province, Inspector General and a member of the Executive Council, and all since deceased, and to the Bishop (by the name and description of the Reverend Alexander Bethune, of Cobourg), also now deceased, and their heirs and assigns forever, but upon the trusts nevertheless and to and for the uses, intents and purposes following, that is to say: In trust to hold the same forever thereafter to and for the benefit of the Indian Tribes in that province, and with a view to their conversion and civilization. And the letters patent now in recital contained a proviso that in case any of the five trustees therein named, or any succeeding trustee or trustees to be appointed as thereafter mentioned, should happen to die or be desirous of being discharged from the powers or trusts thereby in them reposed or vested, or become incapable of acting in the same, then and in every such case, and so often as the same should happen, full power and authority was

given by the said grant or letters patent to the said five trustees, or the survivor or survivors of them or any of them or any succeeding trustee or trustees, or the survivor or survivors of them, or any of them, by any writing or writings under his or their hands and seals or hand and seal, to be by them or him sealed and delivered in the presence of and attested by two or more credible witnesses, to nominate, substitute and appoint any other fit person in the room and place of any of them, the said five trustees, or any succeeding trustee who should so die or be desirous of being released or discharged from or become incapable of acting in the aforesaid trusts or powers, and so from time to time as often as there should be occasion to nominate, substitute and appoint any other person or persons in the place or stead of them the said five trustees or any of them, or any succeeding person or persons to be appointed as aforesaid who should die or be desirous of being discharged or become incapable as aforesaid. And the said letters patent directed that when and so often as any person or persons should be nominated and appointed as aforesaid, the said parcel or tract of land, hereditaments and premises thereby mentioned or intended to be thereby granted should be conveyed with all convenient speed in such manner and form so as that all and every other person or persons so to be appointed as aforesaid should and might be invested with all such powers and authorities, and should and might in all things act in relation to the premises, in conjunction with the others of them who should or might survive or not decline or not become incapable to act thereon as fully and effectually in all respects and to all intents and purposes as if he or they had originally been in and by the said letters patent, a grantee to the uses and trusts and for the purposes aforesaid, anything thereinbefore contained to the contrary thereof in anywise notwithstanding.

And the letters patent now in recital contained a declaration to the effect that in default of all or any of the conditions, limitations and restrictions thereinbefore contained the grant thereby made and everything therein contained were to be void, and the land thereby granted was to revert to and become vested in His said late Majesty, His heirs and successors, in like manner as if the same had never been granted. And the said letters patent also contained a declaration to the effect that in accordance with the 36th section of the British Act of 1791 (31 George 3rd, c. 31) requiring that every grant of land should contain a specification of the lands to be allotted and appropriated, solely to the maintenance of a Protestant clergy within the Province, in respect of the lands granted His said late Majesty, had caused an "allotment" or appropriation of one hundred and sixty acres to be made in lot No. 15 in the thirteenth concession of the Township of Otonabee.

And whereas the Lieutenant-Governor, Sir John Colborne, in a letter to the company dated 3rd January, one thousand eight hundred and thirty-five, assured the company that the Local Government of Canada was disposed to afford the company's agents active and zealous assistance in promoting the civilization of the Indian tribes under their immediate protection, and that whatever delay might have occurred in issuing letters patent for the tracts of land at Rice Lake and Chemong Lake had not in any respect affected the interests of the company or of the Indians, and His Excellency mentioned his having in the previous autumn visited the Indian villages at Chemong Lake and Rice Lake, and that the school at the Rice Lake was under the charge of a missionary paid by the Wesleyan Methodists, and that all the Indian families at this station appeared to be industrious and inhabiting comfortable houses.

And whereas the said Richard Scott, in the month of March, one thousand eight hundred and thirty-five, sent to the company a copy of the said grant of 19th April, one thousand eight hundred and thirty-four, and (some of the clauses appearing to the company to be open to material objections on the ground of the vagueness of the trust for Indians, and the want of any security for the continuance of the property to the company's purpose of the improvement of the Indians, and the want of control on the part of the company, the grant not being made to the company, and the said Richard Scott not being named therein as the company's agent, and no power being reserved to the company to appoint new trustees, not even one in case of the said Richard Scott's death), applications to Government were repeatedly made in and

after the year one thousand eight hundred and thirty-five by the said Richard Scott, and otherwise by or on behalf of the company, to have these objections remedied and to get the terms of the grant made more in conformity with the company's wishes, but without success, the said Charles Anderson, persistently refusing to join in surrendering the said letters patent, notwithstanding the said Richard Scott's urgent requests and a "Minute" passed in the Executive Council for him and his co-trustees to do so, and under these circumstances the company and the company's agents became, and have since generally been more cautious than before as to their expenditure of the company's money in or towards building on or improving the said town plot at Rice Lake.

And whereas the said Richard Scott, after an illness of many months, aggravated if not caused by his fruitless endeavours to get the said town plot secured in trust to the company, departed this life on the fifth day of April, one thousand eight hundred and thirty-seven, and thereupon the company, on the sixth day of November, one thousand eight hundred and thirty-seven, appointed the Reverend John Gilmour, then of the Township of Monaghan, in the County of Peterborough, Baptist clergyman, to succeed the said Richard Scott as the company's agent and missionary to the natives at Rice and Chemong Lakes.

And whereas the four then surviving trustees of the said letters patent by a deed dated the first day of April, one thousand eight hundred and forty, and attested by two witnesses, appointed the said John Gilmour to be a trustee with themselves in the room and stead of the said Richard Scott, deceased, and they thereby declared their intention to invest the said John Gilmour with all such powers as might enable him to act in relation to the premises in conjunction with the others of the said trustees who should or might survive or not decline to act or not become incapable of acting therein, as fully as if he had originally been named one of the trustees in the said letters patent.

And whereas, the said Charles Anderson departed this life in or about the year one thousand eight hundred and forty-one, and thereupon the Bishop and the said Charles Rubidge and George Herchmer Markland, together with the said John Gilmour (he still being the company's agent and missionary to the natives of Chemong and Rice Lakes), by deed appointed William Henry Wrighton, then resident in or near Peterborough aforesaid to be a co-trustee with themselves of the said letters patent in place of the said Charles Anderson, but the last mentioned deed and also one part of the said deed of first April, one thousand eight hundred and forty (if executed in duplicate), were on the tenth day of June, one thousand eight hundred and fifty-seven destroyed by fire in the office of the said Robert Dennistoun.

And whereas the said William Henry Wrighton having departed this life shortly before the month of May, one thousand eight hundred and fifty-six, the Bishop and the said Charles Rubidge, George Herchmer Markland and John Gilmour, by deed dated fifth of June, one thousand eight hundred and sixty, appointed the said Robert Dennistoun to be a co-trustee with themselves of the said letters patent in the place of the said William Henry Wrighton.

And whereas the said George Herchmer Markland having departed this life shortly before the month of May, one thousand eight hundred and sixty-six, the Bishop and the said Charles Rubidge, Robert Dennistoun and John Gilmour, by deed dated first July, one thousand eight hundred and sixty-seven, appointed the Reverend Mark Burnham to be a co-trustee with themselves of the said letters patent, in place of the said George Herchmer Markland.

And whereas the said John Gilmour, having from age and infirmity resigned (as from the fifth day of May, one thousand eight hundred and sixty-eight), his appointment as the company's agent and missionary to the natives at Rice and Chemong Lakes, and become desirous of being discharged from the powers and trusts reposed, vested in him as trustee of the said letters patent, the company, in or about the month of November, one thousand eight hundred and sixty-seven, appointed the said Edward Riddell Roberts to succeed the said John Gilmour as such agent and missionary (an office which the said Edward Riddell Roberts has ever since held and

still holds) and by a deed dated the seventh day of October, one thousand eight hundred and sixty-eight, the said John Gilmour was discharged from the trusts of the said letters patent and the said Edward Riddell Roberts was appointed a co-trustee with the Bishop and with the said Charles Rubidge, Robert Dennistoun and Mark Burnham, of the said letters patent in place of the said John Gilmour.

And whereas the said John Gilmour departed this life on the seventh day of December, one thousand eight hundred and seventy.

And whereas the said Charles Rubidge departed this life on the fifth day of February, one thousand eight hundred and seventy-three, leaving the Bishop the sole grantee in trust named in the said letters patent of nineteenth April, one thousand eight hundred and thirty-four him surviving, and thereupon the Bishop himself as well as the said Robert Dennistoun and Mark Burnham from age and infirmity or otherwise became desirous to be discharged from the trusts of the said letters patent, and after great deliberation and protracted correspondence with the company as to the best course to be adopted since the passing of the Indian Act, 1876, by the Dominion Parliament (which Act received the Royal assent on the twelfth day of April, one thousand eight hundred and seventy-six, and is known as 39 Victoria, cap. 18) the Bishop and the said Robert Dennistoun and Mark Burnham by a memorandum in writing submitted through the said James Hall on the eighth day of February, one thousand eight hundred and seventy-seven, communicated to the Superintendent-General of Indian Affairs their desire to be discharged from the trusts of the said letters patent, and they at the same time requested and recommended that the company's agent at Chemong aforesaid might be appointed Commissioner under the Indian Act, 1876.

And whereas the said Edward Riddell Roberts, in the month of February, one thousand eight hundred and seventy-seven received from the Dominion Government an appointment or commission of which the following is a copy :—

REV. E. R. ROBERTS,

A Trustee of the Indian Reserve, Rice Lake,

Township of Otonabee.

Care of James Hall, Esq., M.P., House of Commons, Ottawa.

DEPARTMENT OF THE INTERIOR, CANADA,

INDIAN BRANCH, OTTAWA.

REVEREND SIR,—I am desired by the Superintendent-General of Indian Affairs to inform you that in compliance with the memorandum of 8th instant, submitted through Mr. Hall, M.P., you are hereby authorized and deputed by him to carry out the provisions of the 12th section of the Indian Act, 1876, in regard to the Indian Reserve at Rice Lake, in the Township of Otonabee, with a view to the removal therefrom of all persons who have or may hereafter settle, reside, hunt upon or use any land or marsh forming part thereof without the license of the Superintendent-General.

I am, Rev. Sir,

Your obedient servant,

E. H. MEREDITH,

Deputy of the Minister of the Interior.

And whereas the said Mark Burnham departed this life on the seventeenth day of May, one thousand eight hundred and seventy-seven. And whereas a memorial of the said deed of first April, one thousand eight hundred and forty, was duly registered on the twentieth day of September, one thousand eight hundred and forty-one, in the registry office for the County of Northumberland, Liber N., Folio 289, Memorial No. 6473 and the original (or if executed in duplicate) one part of the said deed of first April, one thousand eight hundred and forty, as well as the said letters patent or Crown grant of the nineteenth April, one thousand eight hundred and thirty-four, is and has long been in the company's custody in London, but the said Deed of first

April one thousand eight hundred and forty (as the company is advised) contains no grant of the said plot of one thousand one hundred and twenty acres by the then surviving trustees thereof, nor any words sufficient to convey the same plot to the use of themselves the said surviving trustees jointly with the said John Gilmour, and no conveyance thereof appears to have been as yet made on the occasion of the said several appointments of new trustees or any of them, and accordingly the said plot (as the company is advised) was up to the time of his death vested in the Bishop as the sole survivor of the said five original trustees.

And whereas the Bishop departed this life on the third day of February, one thousand eight hundred and seventy-nine intestate as to freehold estates vested in him as trustee.

And whereas no legal personal representative of the estate of the said Bishop has been appointed whereby trust estates vested in him have become vested in his eldest son, the said Robert Henry Bethune.

And whereas the said Amos Edwin Botsford, James Hall, James Meyer and George Morrice Roger have at the request of the company consented to become co-trustees with the said Edward Riddell Roberts of the said letters patent.

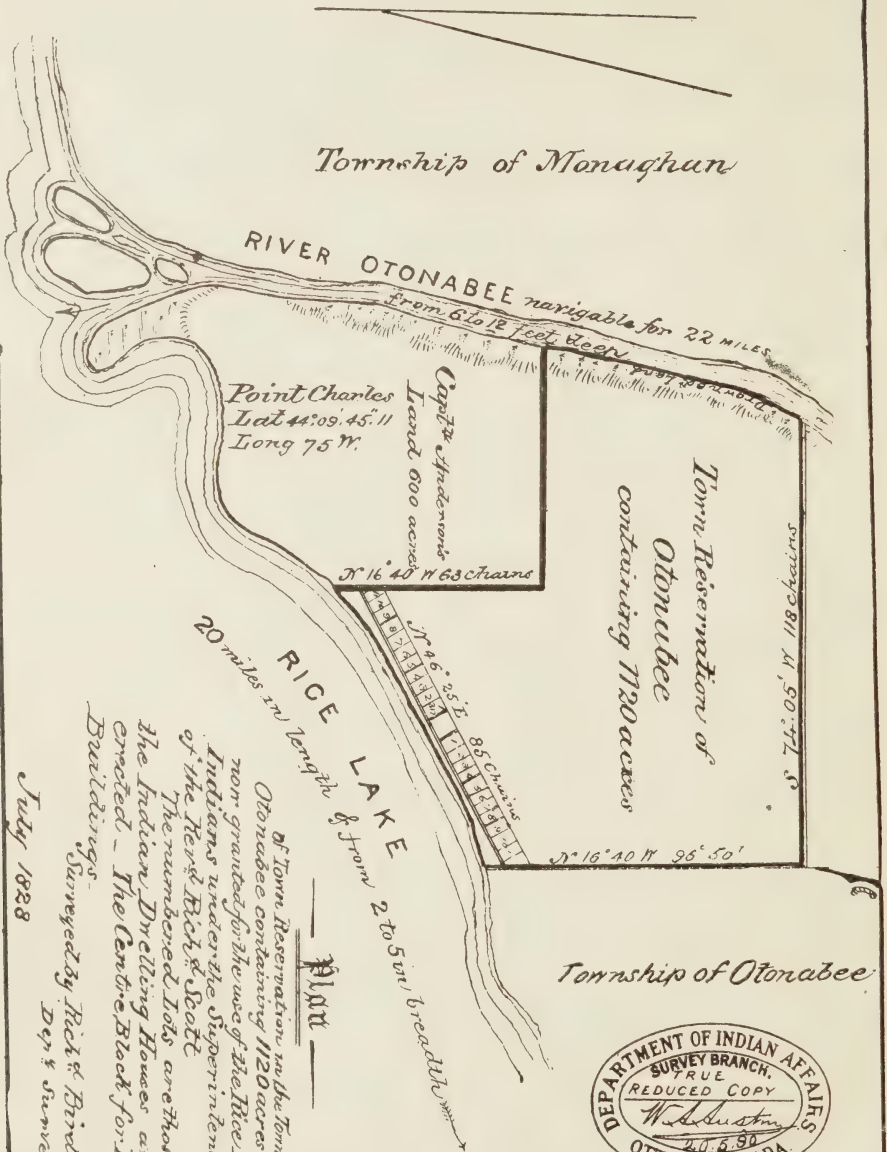
Now this deed witnesseth that in pursuance and exercise of the power in this behalf contained in the said letters patent of the nineteenth day of April, one thousand eight hundred and thirty-four, and of every other power or authority enabling him in this behalf, he, the said Edward Riddell Roberts, at the request and with the consent of the company, testified by the corporate seal attached to these presents, doth by this present deed, sealed and delivered by him in the presence of and intended to be attested by the two credible witnesses, whose names are hereunto subscribed, nominate, substitute and appoint the said Amos Edwin Botsford, James Hall, James Meyer and George Morrice Roger to be trustees of the said letters patent, in the room and place of the said Charles Rubidge and Mark Burnham, and the Bishop, all now deceased, and in the room and place of the said Robert Dennistoun, resigned, but in conjunction with the said Edward Riddell Roberts.

And this deed also witnesseth that in pursuance of the direction in this behalf contained in the said letters patent, and at the request and with the consent of the company so testified as aforesaid, he, the said Robert Henry Bethune doth hereby grant and convey and he, the said Edward Riddell Roberts, doth hereby grant, ratify and confirm unto the said Amos Edwin Botsford, James Hall, James Meyer and George Morrice Roger and their heirs, all that block or plot, parcel or tract of land or ground and other the hereditaments comprised in and expressed to be granted by the hereinbefore recited letters patent of the nineteenth day of April, one thousand eight hundred and thirty four, and more particularly described in the schedule to these presents, with the rights, members and appurtenances thereunto belonging, except as in the said letters patent reserved. And all the estate, right, title and interest, claim and demand of the said Robert Henry Bethune as heir of the Bishop, the late sole surviving original grantee as aforesaid, and of the said Edward Riddell Roberts as such surviving and continuing trustee as aforesaid, and each or either of them in, to and upon the same premises and every or any part thereof.

To hold the same block or plot, parcel or tract of land or ground hereinbefore expressed, to be hereby conveyed as aforesaid, with the appurtenances unto the said Amos Edwin Botsford, James Hall, James Meyer and George Morrice Roger and their heirs to the use of the said Edward Riddell Roberts, Amos Edwin Botsford, James Hall, James Meyer and George Morrice Roger, their heirs and assigns forever. Nevertheless, upon the trusts and for the purposes in and by the hereinbefore recited letters patent expressed concerning the same, so far as the same trusts purposes are now subsisting or capable of taking effect.

And he, the said Robert Henry Bethune, doth hereby for himself, his heirs, executors and administrators, covenant with the said Edward Riddell Roberts, Amos Edwin Botsford, James Hall, James Meyer and George Morrice Roger, their heirs and assigns, that he has not at any time done, omitted or knowingly suffered or been

Township of Monaghan



Township of Otonabee



PLAN

of Tom Reservation in the Township of Otonabee containing 1120 acres which is now granted for the use of the Rice Lake Indians under the Superintendence of the Head, Richd. Scott. The numbered lots are those where the Indian Dwelling Houses are to be erected - The Centre Block for Public Buildings.

July 1828

Surveyed by Richd. Birdall
Depy Surveyor

party or privy to anything whatsoever whereby he is in anywise hindered from granting and conveying or assuring the parcel or tract of land or ground hereinbefore expressed to be hereby conveyed, or any part or parts thereof, to the use upon the trust and in manner aforesaid.

And it is hereby lastly agreed and declared by and between the parties hereto that all such further or other acts and deeds as may be necessary or proper for confirming these presents or effectually vesting the said tract of one thousand one hundred and twenty acres, or any part or parts thereof, in the said trustees or the survivors or survivor of them or their or his assigns or in his heirs, executors or administrators shall, at the request and costs and charges of the company, be made and executed by the parties hereto or any of them, or by the legal personal representatives or representative for the time being of the Bishop, and by all necessary or proper parties as may be advised by counsel.

IN WITNESS WHEREOF the said company has hereunto set its corporate seal, and the said several other parties have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE BY THE ABOVE WRITTEN DEED REFERRED TO.

All that parcel or tract of land situate in the Township of Otonabee, in the County of Peterborough and Province of Ontario aforesaid, and formerly described as being in the County of Northumberland, in the District of Newcastle (in the late Province of Upper Canada), containing one thousand one hundred and twenty acres, be the same more or less, and being the town plot reservation on the Rice Lake and River Otonabee, in the Township of Otonabee, commencing on the shore of the Rice Lake where a red cedar post had before the nineteenth day of April, one thousand eight hundred and thirty-four, been planted at the south-east angle of a certain block of land granted to Charles Anderson, Esquire; then north 16 degrees, 40 minutes, west 63 chains to where a red cedar post had been planted at the north-east angle of the said block; then south 74 degrees 5 minutes, west 65 chains, more or less, to within one chain of the River Otonabee; then northerly following the several turnings and windings of the said river against the stream, always at the distance of one chain therefrom to within one chain of lot No. 7 in the 12th Concession of the said township; then north 74 degrees 5 minutes, east along the southern limit of the allowance for road between the reservation aforesaid and lots Nos. 7 in the 11th and 12th Concessions of the said township, 118 chains to the north-east angle of the said reservation, being in the western limit of the allowance for road between the 10th and 11th Concessions of the aforesaid township; then south 16 degrees 40 minutes, east along the western limit of the allowance for road produced between the said concessions 96 chains 56 links to the Rice Lake; then south-westerly along the water's edge to the place of beginning.

The said parcel or tract of land with its admeasurements and abutments is further delineated and described in the plan drawn on these presents.

The common seal of the above named Company for the Propagation of the Gospel in New England, and the parts adjacent in America, was affixed to the above written deed in pursuance of an order of the court of the same Company at London, on the twenty-eighth day of January, one thousand eight hundred and eighty-one, the name "James Meyer," the Governor of the said Company, having been throughout first written on erasures in the presence of



WALTER C. VENNING,

Clerk to the New England Company.

W. M. VENNING,

Accountant to the said Company.

Signed, sealed and delivered by the }
 above named Robert Henry }
 Bethune, in the presence of }
 R. M. GRAY, *Acct., Toronto.*
 T. F. GINSON, *Clerk, Toronto.*

R. H. BETHUNE, [L.S.]
 EDWARD R. ROBERTS, [L.S.]
 A. E. BOTSFORD, [L.S.]
 JAS. HALL, [L.S.]
 JAMES MEYER, [L.S.]
 G. M. ROGER. [L.S.]

Signed, sealed and delivered by the }
 above named Edward Riddell }
 Roberts in the presence of }

JAMES H. MARSH, of Chemong, Baptist Minister.
 JAMES M. R. ROBERTS, of the Township of Smith, Farmer.

Signed, sealed and delivered by the }
 above named Amos Edwin }
 Botsford in the presence of }

JAMES ADAMSON, of the City of Ottawa, Gentleman.
 P. MILLER, of the City of Ottawa, Gentleman.

Signed, sealed and delivered by the }
 above named James Hall in the }
 presence of }

W. A. CAMPBELL, of the Town of Peterborough, Canada, Student-at-Law.
 CHARLES G. SHAW, of the Town of Peterborough, Canada, Law Clerk.

Signed, sealed and delivered by the }
 above named James Meyer in the }
 presence of }

WALTER C. VENNING, 9 Tokerhouse Yard, London, Solicitor.
 WILLIAM TOWMAY, 9 Tokerhouse Yard, London, Gentleman.

Signed, sealed and delivered by the }
 above named George Morrice }
 Roger in the presence of }

W. A. CAMPBELL, of the Town of Peterborough, Student-at-Law.
 CHARLES G. SHAW, of the Town of Peterborough, Canada, Law Clerk.

No. 187.

Copy of an Order in Council approved by His Honour the Lieutenant-Governor the 21st day of December, A.D. 1877.

The Committee of Council have had under consideration the report of the Honourable the Commissioner of Crown Lands, dated the 4th day of December, 1877, wherein he states that the Shawanaga Band of Indians having applied for a license of occupation of a piece of land on Shawanaga Bay, the Department of Crown Lands, by letter of 5th June, 1853, addressed to the Chief of said Band, consented to issue such license upon a plan of survey being filed showing the limits of the piece of land in question occupied by said Indians, with proof that there was no adverse occupation, that no such special plan was ever filed, but that upon completion of the survey of the Township of Shawanaga, in the District of Parry Sound, it appears that said Indians occupy lots 34 and 35 in the 7th Concession of said Township, and that there is no other occupation or claim of any kind to said lots; and that the Indian Branch of the Department of the Interior at Ottawa has applied to the said Crown Lands Department for a title to said lots on behalf of said Indians. The Commissioner recommends that the said lots be vested in the Government of the

Dominion of Canada, in trust for said Band of Shawanaga Indians and whenever the said Band shall cease to occupy the said lands, then the same shall revert to and become the property of the Province of Ontario.

The Committee advise that the recommendation of the Commissioner be acted upon.

Certified,

J. G. SCOTT,

Clerk Executive Council, Ont.

24th December, 1877.

The Hon. Comissioner of Crown Lands.

No. 188.

To His Excellency Francis Gore, Esq., Lieutenant-Governor of His Majesty's Province of Upper Canada, &c., &c., &c.

WHEREAS, the Sachems, principal Chief Warriors and people of the Mohawk or Six Nation Indians, in consideration of William Dickson, of Niagara, Esquire, had given counsel and advice and done other professional services to and for the said Nations, did, in full council assembled, at the head of the Lake, on the nineteenth day of November, in the forty-ninth year of the reign of His present Majesty, deeming such services worthy of remuneration, decree, resolve, and determine that in reward and compensation thereof the said Nations would surrender to His said Majesty, His heirs and successors, a certain tract of land, containing by admeasurement about four thousand acres, situate at the mouth or entrance of the Grand River, by virtue of and under the authority of a certain instrument in writing under the hand and seal-at-arms of Sir Frederick Haldimand, late His Majesty's Captain-General and Governor-in-Chief of His Province of Quebec and Territories thereon depending (now His Provinces of Upper and Lower Canada), done at the Castle of St. Lewis, the 25th day of October, 1784, and in the twenty-fifth year of His said Majesty's reign; to the intent that the said tract of land so to be surrendered should be re-granted by His said Majesty, His heirs or successors, to the said William Dickson, for the purposes aforesaid.

WHEREFORE WE, the said Sachems, principal Chief Warriors and people of the said Mohawk or Six Nation Indians, willing that the solemn acts and resolutions of our council should be held inviolate, do, in full council assembled at Niagara, in pursuance of and for carrying into effect the above recited decree or resolution, hereby for ourselves, our several Nations, and posterity, surrender, relinquish and quit claim to His said Majesty, His heirs and successors, our possession and right of possession of the said tract of land situate as aforesaid and adjoining the lands granted to the Right Honorable the Earl of Selkirk, butted and bounded as follows, that is to say; Beginning at a maple tree marked on each side with a blaze and three notches, standing on the southern boundary line of the lands of the said Earl of Selkirk, and near a creek running into the said river; thence east one hundred and sixty chains to a post; then south fifty-one degrees, east one hundred and fifty-two chains, more or less, to Lake Erie; thence along the shore thereof to the mouth or entrance of the said river; thence up the middle of the said river to the western bend thereof, and thence up the said creek to the place of beginning, containing four thousand acres, more or less, holden of His said Majesty under the authority aforesaid, to the intent that the same be re-granted as aforesaid.

And we, the said Sachems, principal Chief Warriors and people for ourselves, our several Nations and posterity, request and beseech His said Majesty that He will be pleased to grant the said tract of land in fee to the said William Dickson in consideration of and for his services above recited.

IN TESTIMONY OF WHICH REQUEST, we the said Sachems, principal Chief Warriors and people of the Mohawk or Six Nations Indians have hereunto set our hands and

affixed our seals at Niagara, this thirteenth day of March, in the forty-ninth year of the reign of His said Majesty.

Signed, sealed and delivered for the purposes therein mentioned in presence of:

HENRY PROCTOR, Colonel Comr.
W. CLAUS, D.S.G.
COL. SHORT, Major.
H. SAUNDERS, Lieut. and Adj., 41
Regt.
ALEX. EAGER.
THOS. BURNARD, Ens. 41 Regt.
DAVID PRUD, Interpreter.
BENJ. FAIRCHILD, Interpt.
T. B. RAUSSERX.

HENRY DEKARETROGA,	[L.S.]
DANIEL OHNAWERA,	[L.S.]
PETER DEWADOHARONIGEE,	[L.S.]
PETER DEWADOHARONIGEE,	[L.S.]
JACOB JOHNSON,	[L.S.]
LAURENCE SON DAVID,	[L.S.]
DAVID ASHIQUARISON,	[L.S.]
JOHN JOHNSON,	[L.S.]
SETH ASTAWEASWART,	[L.S.]
PETER SHAYONWIGO,	[L.S.]
HENRY SHOSGOHARVIRE,	[L.S.]
JOHN PETERS,	[L.S.]
JOSEPH RAGHKA,	[L.S.]
JOSEPH OHAONGOTON,	[L.S.]
ADAM DEYOTSIGEREGA,	[L.S.]
JACOBES OSHONWADAGO,	[L.S.]
ONONDAGAS,	
ATSTACHO ONONDAG CH,	[L.S.]
JOHN ADEAHAN,	[L.S.]
CAPT N HENRY CLEARSKEY,	[L.S.]
ARAGHQWEADE,	[L.S.]
ATHAGERAREA,	[L.S.]
HENRY CALWELL ONERERAH- ERC,	[L.S.]
BIG FOOT,	[L.S.]
SHUGOWEANONSERORTA,	[L.S.]
LEWIN KANONHORWAT,	[L.S.]
TEYONKENTRASHEA,	[L.S.]
SHAGOHEAHE,	[L.S.]
OJAGEGTDE,	[L.S.]
THORONYONGON, x	[L.S.]
ISINONTAWERTICA,	[L.S.]
T. ISINONWANTRONDE,	[L.S.]
KANATQUAGEARAT,	[L.S.]
SKEANEDATI,	[L.S.]
DELAWARE ARON. x	

Recorded 9th October, 1820, under the authority of an Order in Council, 4th October, 1820, as per Lib. A. (O.C.) 210.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA.

REGISTRAR'S BRANCH, OTTAWA, 15th March, 1882.

I hereby certify the within to be a true and faithful copy of the record of the original surrender, as entered in Lib. D., Folio 49.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 189.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chief and Principal Men of the Abenakis Tribe of Indians of Becancour, owning the Indian reserve in the Township of Coleraine, in the County of Beauce and Province of Quebec, being this day assembled in council, have agreed to surrender and yield up unto Her Most Gra-

cious Majesty the Queen, Her heirs and successors forever, all the right, claim and title which we possess of, in and to those certain parcels of land lying and being on our reserve aforesaid, and which may be more particularly known and described as follows, that is to say :

Lots numbers one, two, three, four, five, six, seven and eight in the tenth range, and six, seven and eight in the twelfth range, and one, two, three, four, five, six, seven and eight in the thirteenth range of the Township of Coleraine aforesaid.

With the object of the lands in question being sold for the benefit of our said Band, and the money received from such sale being expended in the purchase of land in a more suitable locality, or the money otherwise invested for our benefit.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Bécancourt this 14th day of February, in the year of Our Lord one thousand eight hundred and eighty-two.

Signed, sealed and delivered, having
been previously read and interpreted
in our presence:

H. VASSAL, *Agent*.
A. O. DESILETS.

JOSEPH LOUIS METZALABANLETTE,
Chief. [L.S.]
JEAN BAPTISTE METZALABAN-
LETTE, [L.S.]
JACOB x BERNARD, [L.S.]
LOUIS x BERNARD, [L.S.]
JEAN V. x CHAWIGWINET, [L.S.]
LUDGER x PEKANKE, [L.S.]

Surrender accepted by Order in Council of 3rd April, 1882.

JOHN MCGEE,
Assist. Clerk P.C.

PROVINCE OF QUEBEC.
To Wit :

Personally appeared before me Henry Vassal, of the Village of Pierreville, Indian Agent, and Chief Joseph Louis Metzalabanlette, of the Abenakis Tribe of Bécancour, who being sworn severally depose and say :—

And the said Henry Vassal for himself saith—

That the annexed surrender was assented to by the said Chief and by a majority of the male members of the Band of the full age of twenty-one years, entitled to vote at a meeting or council thereof summoned for that purpose.

That such meeting or council was held in his presence, and he heard such assent given.

That he was duly authorized to attend such meeting or council by the Superintendent-General of Indian Affairs.

And the said Joseph Louis Metzalabanlette for himself saith,—

That he is the Chief of the Abenakis Tribe of Bécancour, residing at Bécancour and was entitled to vote at the meeting or council aforesaid.

That the annexed release or surrender was assented to by him and by a majority of the male members of the Band of the full age of twenty-one years entitled to vote at the council or meeting before mentioned.

That such assent was given at a meeting or council of the said Tribe or Band of Indians summoned for that purpose, at which himself and the other said members of the said Tribe or Band of Indians were present and also the said other deponent Henry Vassal.

Sworn before me by Henry Vassal
and Joseph Louis Metzalabanlette
this 15th day of February, A.D.
1882.

H. VASSAL, *Agent*.
JOSEPH LOUIS METZALABAN-
LETTE, *Chief*.

T. MONGRAIS,
Judge of the Superior Court for the Province of Quebec.

No. 190.

ALEX. GRANT,
President.

PROVINCE OF UPPER CANADA.

GEORGE THE THIRD, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents shall come,—Greeting.

KNOW YE, that We of Our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto William Gilkinson, of the Township of Sandwich, in the County of Essex, in the Western District, ship-master, his heirs and assigns forever, all that parcel or tract of land situate in the Township of Delaware, in the County of Middlesex, in the District of London, in Our said Province, containing by admeasurement five hundred acres (with allowance for roads), be the same more or less, being the small lot number twenty-four in the broken Concession A, on the River Thames; lots number twenty-four in the Concessions B and C, and the front or westerly part of lot number twenty-four in the Concession D, in the said Township of Delaware, together with all the woods and waters thereon lying, and being under the reservations, limitations, and conditions hereinafter expressed; which said five hundred acres of lands are butted and bounded, or may be otherwise known as follows, that is to say: Commencing in front upon the River Thames, on the north side of the allowance for road, between the Townships of Delaware and Southwold, at the south-west angle of the said lot number twenty-four in the broken concession A; then north seventy degrees, east one hundred and seventy-one chains seventy-five links; then north twenty degrees, west twenty-nine chains eighty links, more or less, to the limit between lots number twenty-four and twenty-three; then south seventy degrees, west to the River Thames; then southerly along the water's edge with the stream to the place of beginning.

To have and to hold the said parcel or tract of land hereby given and granted to him, the said William Gilkinson, his heirs and assigns for ever; saving nevertheless to us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid; and saving and reserving to us, our heirs and successors all white pine trees that shall, or may now, or hereafter grow, or be growing on any part of the said parcel or tract of land hereby granted as aforesaid.

Provided always that no part of the parcel or tract of land, hereby given and granted to the said William Gilkinson and his heirs, be within any reservation heretofore made, and marked for us, our heirs and successors, by our Surveyor-General of Woods, or his lawful deputy, in which case this our grant for such part of the land hereby given and granted to the said William Gilkinson and his heirs for ever as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void, and of none effect, anything herein contained to the contrary, notwithstanding.

Provided also, that the said William Gilkinson, his heirs or assigns, shall and do within three years erect and build, or cause to be erected and built, in and upon some part of the said parcel or tract of land, a good and sufficient dwelling house (he the said William Gilkinson or his assigns not having built, or not being in his or their own right lawfully possessed of an house in our said province) and be therein, or cause some person to be therein resident for and during the space of one year, thence next ensuing the building of the same.

Provided also, that if at any time or times hereafter the land so hereby given and granted to the said William Gilkinson and his heirs shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment or exchange, or by gift, inheritance, descent, devise or marriage, such person or persons shall, within twelve months next after his, her or their entry into and possession of the same, take the oaths or affirmations and declarations prescribed by law before some one of the magistrates of our

said Province; and a certificate of such oaths or affirmations and declarations having been so taken, shall cause to be recorded in the Secretary's office of the said Province.

In default of all or any of which conditions, limitations and restrictions, this said grant, and everything herein contained, shall be, and we hereby declare the same to be null and void to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to and become vested in us, our heirs and successors, in like manner as if the same had never been granted, anything herein contained to the contrary in any wise notwithstanding.

And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of His Majesty's reign, intituled, "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, intituled: An Act for making more effectual provision for the Government of the Province of Quebec in North America, and to make further provision for the Government of the said Province," has declared "That no grant of lands hereinafter made shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant clergy within the said Province," in respect of the lands to be thereby granted.

Now KNOW YE, that we have caused an allotment or appropriation of seventy-one acres and three-sevenths to be made in lot number twenty-two, in the fourth concession of the said Township of Delaware.

Given under the Great Seal of Our Province of Upper Canada: Witness, Our trusty and well-beloved Alexander Grant, Esquire, our President, administering the Government of our said Province this second day of May in the year of Our Lord one thousand eight hundred and six and forty-sixth of Our Reign.

A. G.

By Command of His Honour in Council.

WM. JARVIS,
Registrar.

Entered with the Auditor 7th May, 1806.

PETER RUSSEL,
A. G.

No. 191.

THIS INDENTURE, made the seventh day of October, in the year of our Lord one thousand eight hundred and forty—Between the Honourable John Hamilton, of Queenston, in the District of Niagara and Province of Upper Canada, Esq., David Gilkison, late of the Township of Nichol, in the District of Wellington and Province aforesaid, now of Genessee, in the State of New York, Esq., and Archibald Gilkison, of Queenston, aforesaid, Esq., executors of the last will and testament of William Gilkison, in his lifetime of Oak Bank, near Brantford, in the District of Gore, Esq., deceased, parties of the first part; and Her Majesty Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

Whereas by a certain agreement lately made by and between the said parties of the first part, and the principals of the Oneida Nation by their agent of the other part and ratified and approved by the Chief Superintendent of Indian Affairs in this Province, that said parties of the first part, for and in consideration of the sum of three hundred and eighty-seven pounds and ten shillings of lawful money of the said Province did agree to bargain grant sell and convey to, or to the use of, or in trust for them the said principals of the Oneida Nation, a certain parcel or tract of land and premises situate in the township of Delaware in the London district in the Province of Upper Canada, which is hereinafter more particularly described.

And whereas on the making of the agreement for the selling and conveying of the said land and premises aforesaid it was desired that the said land and premises should be conveyed to them by a deed of surrender to Her Majesty, Her heirs and successors, in trust for them the said Oneida Nation.

And whereas the said parties of the first part did then and there agree to execute such surrender as requested, and are now desirous of perfecting the said agreement and executing a surrender of the said land and premises unto Her Majesty, Her heirs and successors as agreed upon as aforesaid ;

NOW THIS INDENTURE WITNESSETH, that the said parties of the first part, for and in consideration of the sum of three hundred and eighty-seven pounds and ten shillings of lawful money of the said Province to them in hand paid by the said Oneida Nation the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, transferred, surrendered and yielded up, and by these presents do grant, bargain, sell, alien, transfer, surrender and yield up unto Her Majesty, Her heirs, and successors, forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Delaware, in the County of Middlesex, in the District of London, in the Province aforesaid, containing by admeasurement five hundred acres, be the same more or less, being composed of the small lot number twenty-four in the broken Concession A, on the River Thames; lots number twenty-four in the Concession B and C, and the front or westerly part of lot number twenty-four in the Concession D, in the said Township of Delaware, which said five hundred acres of land are butted and bounded or may be otherwise known as follows :—that is to say: Commencing in front upon the River Thames on the north side of the allowance for road between the Townships of Delaware and Southwold, at the south-west angle of the said lot number twenty-four in the broken Concession A, then north seventy degrees, east one hundred and twenty-one chains, seventy-five links ; north twenty degrees, west twenty-nine chains eighty links, more or less, to the limit between lots numbers twenty-four and twenty-three, then south seventy degrees, west to the River Thames; then southerly along the water's edge with the stream to the place of beginning; together with all and singular the tenements, appurtenances and hereditaments thereunto belonging or appertaining and all the estate, right, title, interest property, claim and demand whatsoever of, in to or out of the same.

To have and to hold the same with the appurtenances to Her said Majesty, Her heirs, and successors, freed and discharged from all incumbrances whatsoever in trust nevertheless to and upon the uses, benefit and behoof of the said Oneida Nation as before mentioned forever.

And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant and agree to and with Her said Majesty, Her heirs and successors, that they the said parties of the first part now are the true and lawful owners as executors as aforesaid of all and singular the said premises and every part and parcel thereof and now are lawfully seized as executors as aforesaid of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained, sold, surrendered and yielded up or intended so to be, without any condition or limitation of use or uses, or any other matter or thing to alter, charge, change, incumber or defeat the same. And further, that they the said parties of the first part and their heirs, executors and administrators shall and will at all times hereafter upon the reasonable request and at the proper costs and charges of Her said Majesty, Her heirs and successors, make, do and execute all and every such further and other lawful act or acts, devices, conveyances, assurances and surrenders, in law whatsoever, for the further, better and more perfect granting, conveying, assuring, surrendering and yielding up of all and singular the said premises above mentioned, with the appurtenances unto Her said Majesty, Her heirs and successors, as by Her or their council shall be reasonably devised, advised or required.

IN WITNESS WHEREOF, the respective parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered }
in the presence of {
JASPER T. GILKISON,

JNO. HAMILTON, [L.S.]
D. GILKISON, [L.S.]
A. GILKISON, [L.S.]



CRR
SAULT STE. MARIE BRANCH
PLAN
SHOWING

RIGHT OF WAY THROUGH THE INDIAN RESERVE
FROM SEC. XXV TR SPRAGGE TO SEC. XXIII TR SHEDDEN.

Scale - 1 in = 400 ft.

Manager's Office
Algoma Mills
November 24th 1881
(Signed) H. Abbott
Manager



0
175
200
04 10

DEPARTMENT OF SECRETARY OF STATE FOR CANADA, REGISTRATION BRANCH,
OTTAWA, 19th February, 1868.

I hereby certify that this surrender and the original patent attached thereto have this day been duly entered on the records of this office in Lib. C. S., Surrenders to the Crown, Fol. 309.

HECTOR L. LANGEVIN,
Secretary of State and Registrar of Canada.

I certify that this Instrument was duly entered and registered in the Registry Office for the County of Middlesex this 17th day of April, A.D. 1868, at 1 p.m., in Book D, for the Township of Delaware as No. 1895. Pages 283, 284, 285.

ALEX. McDONALD,
Deputy Registrar.

No. 192.

WE, the undersigned Chiefs and Principal Men of the Band of Indians owning the tract of land known as the Serpent River Indian Reserve, or Reserve No. 7 in the schedule of reserves under the Robinson Treaty, and being a majority of the male members of the said Band, of the full age of twenty-one years, habitually residing on or near the reserve in question, duly assembled at a council of the said Band, called for the purpose, and according to the rules of the said Band, and held in presence of an officer duly authorized by the Honourable the Superintendent-General of Indian Affairs to attend such council, which said reserve is described in the treaty effected on the 9th day of September, A.D. 1850, with the Chiefs and Principal Men of the Ojibway Tribe of Indians, inhabiting and claiming the eastern and northern shores of Lake Huron, by the Honourable William B. Robinson, on behalf of Her Majesty the Queen of Great Britain and Ireland, as being "the peninsula east of Serpent River and formed by it," acting on behalf of the whole people of our said tribe, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain tract or parcel of land situate in the District of Algoma, in the Province of Ontario, being composed of a portion of the said hereinbefore mentioned Serpent River Indian Reserve, more particularly described as follows: Being the right of way required for the Canadian Pacific Railway through the said reserve, as shown by the annexed plan, commencing at station 813 x 06 near the north-west corner of Section 32 of the Township of Shedden, and extending westward through the said reserve to station 1223 at the crossing of the Serpent River, in the south-east quarter of Section 25 of the Township of Spragge, being a total distance of 40, 994 feet, or 7.76 miles, by a width of 99 feet, and containing 93.16 acres.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of this Dominion shall or may deem conducive to the interests of us the said Chief and Principal Men, and of our people in all time to come.

And upon the further condition that the moneys received for the sale thereof, shall, after deducting the usual proportions for expense of management, be placed at interest, and that the interest money so accruing from such investment, shall be paid annually or semi-annually to us and our descendants.

And we, the said Chief and Principal Men of the said Band do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the said Government of this Dominion may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF we, the said Chief and Principal Men, have set our hands and affixed our seals unto this Instrument in the said District of Algoma at Serpent River.

Done at Serpent River Indian Reserve this thirtieth day of January, in the year of Our Lord one thousand eight hundred and eighty-two.

Signed, sealed and delivered in presence of

JAS. C. PHIPPS,
Visiting Supt., Indian Dept.
SYDNEY GIBBON,
Royal Navy.
ALEX. PELEKY,
Interpreter.

OSHONSKUKEZHNIK,	his x mark.	[L.S.]
TAHBISHOKEZHNIK,	his x mark.	[L.S.]
MOCOLAI NUNEUEDUCE,	his x mark.	[L.S.]
WAMDITAGOENIM,	his x mark.	[L.S.]
OMISHEKEGALIBON,	his x mark.	[L.S.]
OAHTEPUSHI,	his x mark.	[L.S.]
KEZALIGEWON,	his x mark.	[L.S.]
MITCHIGNOB,	his x mark.	[L.S.]
NAIMEWON,	his x mark.	[L.S.]
BAIBOMACHE,	his x mark.	[L.S.]
BULELEEWOSH,	his x mark.	[L.S.]

DISTRICT OF ALGOMA, }
To Wit: }

I, James C. Phipps, of Manitowaning, in the said district, Visiting Superintendent of Indians, duly authorized by the Superintendent-General of Indian Affairs to attend the council of the Band of Indians referred to in the annexed surrender of right of way for the Canadian Pacific Railway through the said reserve, do hereby certify under oath that the annexed surrender was duly assented to by a majority of the male members of the said Band of the full age of twenty-one years, who habitually reside at or near the said reserve, at a meeting or council of the said Band summoned according to their rules for that purpose, and held at Serpent River, in the said district, on the thirteenth day of January, A.D. 1882, and at the same time duly executed by the Chiefs and Principal Men of the said Band.

Certified and sworn to before me }
at Manitowaning, in the District }
of Algoma, this fifteenth day of }
May, A.D. 1882. }
WALTER MCCREA,
Judge, D.A.

JAS. C. PHIPPS.

DISTRICT OF ALGOMA, }
To Wit: }

I, Tahbishkokezhnik, of the Serpent River Indian Reserve, in the District of Algoma, one of the Chiefs of the Band of Indians occupying the said Indian reserve, do hereby certify under oath that I was personally present and did see the annexed surrender of right of way through the said reserve for the Canada Pacific Railway Company duly assented to by a majority of the male members of the said Band of the full age of twenty-one years who habitually reside on the said reserve, at a meet-

ing or council of the said Band, summoned for that purpose according to the rules of the said Band, and held at Serpent River, in the said district, on the thirtieth day of January, A.D. 1882.

Certified and sworn to before me
at Algoma Mills, in the District
of Algoma, this twenty-third day
of May, A.D. 1882.

E. B. BORRON,

Stipendiary Magistrate.

TAHBISHKOKEZHUK, ^{his}
x
mark.

No. 193.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Sachems, Principal Chiefs and Warriors of the Six Nation Indians, residing at the Grand River, in the Province of Upper Canada, being desirous of enabling the issue of free letters patent of the tract of land and premises hereinafter described unto Aaron Helmer, of the County of Haldimand, District of Niagara, and the said premises not having been included in any former surrender to the Crown, do by these presents surrender and yield up unto Her Most Gracious Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, all that parcel or tract of land now in the possession of the said Aaron Helmer, of the County of Haldimand, District and Province aforesaid, one of our people, situate, lying and being in the County of Haldimand, District of Niagara, containing by admeasurement one hundred acres of land, more or less, and being part of the territories of the Six Nation Indians, and which said parcel or tract of land is butted and bounded as follows, that is to say : Commencing at a stake planted on the east boundary line of a piece of land belonging to the Grand River Navigation Company at lock number one, and on the south side of the road leading from the Village of Indiana to Canboro'; thence north eighty degrees, east forty chains and forty links to a stake; thence south thirteen degrees, west twenty-five chains to a stake; thence south eighty degrees, west forty chains and forty links to a stake; thence north thirteen degrees, east twenty-five chains to the place of beginning. To the end, intent and purpose that Her Majesty may be graciously pleased and enabled to grant letters patent unto the said Aaron Helmer, his heirs and assigns, free and clear of the payment of any price or sum of money which His Excellency the Lieutenant-Governor might otherwise think just and reasonable. The said one hundred acres of land being thus freely granted unto the said Aaron Helmer, his heirs and assigns, for and in consideration of the said Aaron Helmer's attendance on the Six Nation Indians when afflicted with the small-pox, in the years 1837 and 1838.

IN WITNESS WHEREOF, we have subscribed and set our hands and seals in council the 21st day of Feb'y., in the year of Our Lord one thousand eight hundred and forty.

Signed, sealed and delivered in }
the presence of }

A. BUNNELL,
SAML. R. REYNETT.

MOSES WALKER, ^{his}
x
mark. [L.S.]

WILLIAM DOXTADER, [L.S.]
JOHN S. JOHNSON, [L.S.]

JOSEPH FRASER, ^{his}
x
mark. [L.S.]

SKANAWATY, ^{his}
x
mark. [L.S.]

ONAKARONDONH, ^{his}
x
mark. [L.S.]

AGHRIRHON, ^{his}
x
mark. [L.S.]

KANORISABON,	his x mark.	[L.S.]
DEYONHOISEN,	his x mark.	[L.S.]
AYATAJIWAK,	his x mark.	[L.S.]
KAKONDENAYE,	his x mark.	[L.S.]
ASHARE-KOWAH,	his x mark.	[L.S.]
KANYAKARODON,	his x mark.	[L.S.]
KANEDAKEH,	his x mark.	[L.S.]
KANAYEH,	his x mark.	[L.S.]
KANONKERIDAWY,	his x mark.	[L.S.]
OKETSKWENH,	his x mark.	[L.S.]
ISAAC BURNING,	his x mark.	[L.S.]
KANYENKODON,	his x mark.	[L.S.]
DEYOTHOREGHKWENH,	his x mark.	[L.S.]
SHOERESE,	his mark.	[L.S.]
SILVER SMITH,	his x mark.	[L.S.]
HIGHFLIER,	his x mark.	[L.S.]
JOHN SKYLER,	his x mark.	[L.S.]
JOHN WHITECOAT,	his x mark.	[L.S.]
JOHN OBE,	his x mark.	[L.S.]
WILLIAM GREEN,	his x mark.	[L.S.]

 No. 194.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned principal Sachems, Chiefs and Warriors of the Six Nations Indians, residing at the Grand River, being desirous of confirming our former grant of the south half of lot number fifty-one, in the second concession of Brantford, to Rachel Parker, the wife of James Parker,

and the said south half lot not having yet been included in any former surrender by us to the Crown, do by these presents, and in order to give a more full and complete effect to the said grant, surrender and yield up the said south half of the said lot number fifty-one, in the said second concession of Brantford, containing by admeasurement one hundred acres, more or less, unto Her Most Gracious Majesty Victoria, of the United Kingdom of Great Britain and Ireland, Queen, to the end and intent that Her Majesty may be graciously pleased to grant letters patent of the said south half lot, thereby giving and granting the same unto and for the sole use and benefit of her, the said Rachel Parker, her heirs and assigns for ever, free from all encumbrances, excepting the usual reservations contained in grants from the Crown.

IN WITNESS WHEREOF, we, the said principal Sachems, Chiefs and Warriors of the said Six Nations Indians, in council assembled, have hereunto subscribed and set our names and seals the twenty-ninth day of August, in the year of Our Lord one thousand eight hundred and thirty-seven.

In the presence
of:

LEWIS BURWELL,
J. MARTIN,
WILLIAM ALVIS.

HENRY BRANT,	[L.S.]
his	
AARON FRASER, x	[L.S.]
mark.	
his	
JACOB JOHNSON, x	[L.S.]
mark.	
ONWANGETE,	[L.S.]
his	
LAWRENCE DAVIDS, x	[L.S.]
mark.	
JOHNS JOHNSON,	[L.S.]
his	
ISAAC LOCK, x	[L.S.]
mark.	
his	
SKANAWATIGH, x	[L.S.]
mark.	
his	
AGHRIVHON, x	[L.S.]
mark.	
his	
ONIDA JOSEPH, x	[L.S.]
mark.	
PETER GREEN,	[L.S.]
his	
KANYENKOTONH, x	[L.S.]
mark.	
his	
PETER FISHCARRIER, x	[L.S.]
mark.	
his	
SAMUEL VENEEROY, x	[L.S.]
mark.	
his	
TAYEKAWEKHE, x	[L.S.]
mark.	
his	
AGHKWAGA JOSEPH, x	[L.S.]
mark.	
WILLIAM ALVIS.	[L.S.]

No. 195.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chiefs and Principal Men of the Band of Wyandott Indians of the Township of Anderdon, in the County of Essex and Province of Ontario, do hereby surrender and yield up to Her Majesty the Queen all our right, title and interest in that certain parcel or tract of land situated in the Township of Anderdon, in the County of Essex and Province of Ontario,—being composed of the gore at the rear of the south half of lot nineteen in the first concession of the said Township of Anderdon, containing by admeasurement six acres and twenty-seven hundreds of an acre—be the same more or less.

Whereas, when the allotment was made to Lewis Warrow of the south half of lot number nineteen in the first concession of Anderdon, two portions were deducted from said half lot,—one portion for a school site and the other portion for a graveyard.

And whereas, it seems proper that an allowance for said deductions should be made to the said Lewis Warrow.

Therefore, the above surrender is made that the said portion so surrendered may be conveyed to the said Lewis Warrow in lieu of the said portions so deducted from the said south-half of lot number nineteen in the first concession of the said Township of Anderdon.

Witness our hands and seals at the council house of the Township of Anderson, this twenty-fifth day of April, A.D. 1882.

JOSEPH x WHITE, <i>Chief.</i>	[L.S.]
JOSEPH WARROW,	[L.S.]
S. WHITE,	[L.S.]
THOS. B. WHITE,	[L.S.]
THOS. WARROW,	[L.S.]
ALEX. CLARKE,	[L.S.]
PETER D. CLARKE,	[L.S.]
GEO. G. CLARKE,	[L.S.]
ALEXANDER WHITE,	[L.S.]
ISRAEL J. SPLITLOG,	[L.S.]
JAMES A. CLARKE,	[L.S.]
JAMES CLARKE,	[L.S.]
JOSEPH WHITE.	[L.S.]

We, Ebenezer Watson, of the Town of Sarnia, in the County of Lambton and Province of Ontario, Indian Superintendent; and Joseph White, of the Town of Windsor, in the County of Essex, of the said Province, a member of the Band of Indians, known as the “Wyandotts of Anderdon,” do make oath and say :

That the foregoing deed of surrender made by the Chiefs and Principal Men of the said “Wyandotts of Anderdon” was duly, freely and voluntarily made and signed in our presence by the members of the Band whose names are subscribed thereto, and that there was no opposition whatever to the execution of said deed of surrender.

The above named Ebenezer Watson and
Joseph White were severally sworn
before me this 26th day of April,
1882, at Sandwich, in the Co. of
Essex.

EBENEZER WATSON.
JOSEPH WHITE.

G. W. LEGGATT,
Co. of Essex.

No. 196.

KNOW ALL MEN BY THESE PRESENTS, that we, Chief Augustin Shingwauk and Principal Men and Members of the Band of Indians known as "Augustin's Band," and of which the said Augustin Shingwauk is at present the Chief, residing on or in the neighbourhood of the Garden River Indian Reserve, in the District of Algoma, in the Province of Ontario, for and in consideration of the benefit to be derived therefrom, do hereby grant, release, surrender and yield up to Her Most Gracious Majesty Queen Victoria, Her heirs, successors and assigns forever, in trust for our benefit, that certain tract or parcel of land situate, lying and being within the said Garden River Indian Reserve, containing three hundred (300) acres of land, be the same more or less, and which said tract now intended to be surrendered may be described as being embraced within the following limits, that is to say : Commencing at the post planted at the north-easterly angle of said reserve, as laid down on a map of said reserve, of record in the Department of the Honourable Superintendent-General of Indian Affairs for Canada (under treaty of September 9th, 1850); thence along the northern boundary line of said reserve in a north-westerly direction one hundred and thirty (130) chains; thence southerly one hundred and twenty (120) chains, to Echo River; thence along the northern shore of said Echo River and of Echo Lake to the place of beginning, as designated by annexed plan.

To have and to hold unto Her Majesty Queen Victoria, Her heirs, successors and assigns in trust, as aforesaid, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seal at Garden River Indian Reserve this sixth day of September, in the year of Our Lord one thousand eight hundred and eighty-two (1882).

Signed, sealed and delivered
in the presence of Wm. Van
Abbott, Indian Lands Agent,
having been first read over,
explained and interpreted to
the said Band.

his AUGUSTIN x SHINGWAUK, mark.	[L.S.]
his PEQUETCHENENE, x mark.	[L.S.]
his LOUIS x PINE, mark.	[L.S.]
JOHN. AUGESTA, his	[L.S.]
FRANK x CLARK, . mark.	[L.S.]
his CHARLEY x BIRON, mark.	[L.S.]
his JOSEPH BELL, x mark.	[L.S.]
his JOSEPH x BIRON, mark.	[L.S.]
his M. T. x SAYER, mark.	[L.S.]
JOHN SAYER,	[L.S.]
PETER J. BIRON,	[L.S.]
EDWARD SAYER,	[L.S.]
his JOHN x KABOOSA, mark.	[L.S.]
his JOA x BIRON, mark.	[L.S.]
his THEO. x BOISENEAULT, mark	[L.S.]

JARVIS AUGISTAN,	[L.S.]
his	
JACOB x WAIKEMOH,	[L.S.]
mark.	
his	
WILLIAM x PAQUECHENNE,	[L.S.]
mark.	
his	
CHARLES x LAROSE, JR.,	[L.S.]
mark.	
his	
JOHN x ASKIN,	[L.S.]
mark.	
his	
JOE x SHEBOHYIK,	[L.S.]
mark.	
his	
SHEBOHYIK, x	[L.S.]
mark.	
his	
JOHN x WEGWAUS,	[L.S.]
mark.	
GEORGE KABAOOS,	[L.S.]
his	
ALEX. x WAHBONOSAI,	[L.S.]
mark.	
his	
NAHGAHWEDON, x	[L.S.]
mark.	
his	
MICHEL x LASAGE,	[L.S.]
mark.	
his	
MOSES x LAROSE,	[L.S.]
mark.	
his	
JOSEPH x LASAGE,	[L.S.]
mark.	
his	
JOSEPH x LASAGE, SR.,	[L.S.]
his	
mark.	
MICHEL x CLARK,	[L.S.]
mark.	
MOSES x BADOHWOHOSH,	[L.S.]
his	
WILLIAM x JONES,	[L.S.]
mark.	
his	
GEORGE x SHINGWAUK,	[L.S.]
mark.	
his	
DAVID x CADOTTE,	[L.S.]
mark.	
his	
SAMUEL ALEXANDER BIRON, x	[L.S.]
mark.	
his	
CHARLES x BIRON, JR.,	[L.S.]
mark.	
JOSEPH x BIRON, JR.,	[L.S.]
ANTOINE x BIRON,	[L.S.]
his	
JOE x SAVARD,	[L.S.]
mark.	
his	
PETER x BELL,	[L.S.]
mark.	

DISTRICT OF ALGOMA, }
To Wit: }

We, Augustin Shingwauk, of Garden River Indian Reserve, Chief of the Band of Indians known as "Shingwauk's Band," and William Van Abbott, of Soult Ste. Marie, in the said District of Algoma, authorized by the Superintendent-General of Indian Affairs to attend the council or meeting of Indians for the purpose of obtaining the within surrender, severally make oath and say that the within surrender was on the sixth day of September made and assented to by the Band of Indians known as "Augustin's" or "Shingwauk's Band," at the said council or meeting held on the said reserve the date aforesaid.

Sworn before me at Garden River Indian Reserve by Augustin Shingwauk and William Abbott, above named, this sixth day of September, A.D. 1882.

his
AUGUSTIN x SHINGWAUK, *Chief.*
mark.
WM. VAN ABBOTT.

WALTER MCCREA,
Judge of the District of Algoma.

No. 197.

ONEIDA, 18th August, 1882.

At a full meeting of Indian council held this day on the Oneida Indian Reserve, which meeting was summoned according to our rules, and presided over by our local agent, Thomas Gordon, Esq., for the purpose of taking into consideration the advisability of granting to Mr. A. C. Stone and others the exclusive right to hunt on our lands on payment of \$250 for a term of five years, a resolution was unanimously passed granting the liberty, with a proviso, that any Indian living on and being a member of the Band shall have the liberty to hunt any game he may find on the reserve during the open season: the payment of the \$250 to be as follows: One hundred dollars on or before the first day of September, 1882, and the other sum of one hundred and fifty dollars on or before the first day of August, A.D. 1884, as witness our hands the day and place above mentioned.

Witness to the said signatures: }

THOMAS GORDON,
Indian Agent. }

WILLIAM x SICKLES,
ANTONEY x DAY,
THOMAS x HOMER,
THOMAS x DOXTATOR,
Chief JOHN SICKLES,
MOSES x BROWN, *Chief,*
ABRAHAM SICKLES, *Chief,*
HENRY GREEN,
ADAM SICKLES,
ELIJAH SICKLES,
JOHN x BROWN, *Chief.*
ISAAC SICKLES,
WILLIAM x DOXTATOR, SR.
JOHN x NICHOLAS,
ABRON x NICHOLAS,
BAPTIST x DOXTATOR, *Chief.*
JOHN x NINHAM,
AARON x GEORGE.

PROVINCE OF ONTARIO, }
COUNTY OF MIDDLESEX. }

We, Thomas Gordan, of the Town of Strathroy, in the County of Middlesex and Province of Ontario, Indian Agent, and Chief Abraham Sickles, of the Township of Delaware, in the County of Middlesex, and Province of Ontario, being a member of

the Oneidas of the Thames, say : We were personally present on the 18th day of August, A.D. 1882, at a meeting of council held on the Oneida Indian Reserve, which meeting was summoned according to the rules of said Band, for the purpose of taking into consideration the advisability of granting liberty to Mr. A. C. Stone and others to shoot on the said reserve. We also state that the unanimous consent of the Band was granted to the above named A. C. Stone and others to shoot on the said reserve, as stated in the copy of the resolution passed and conditions made to which this affidavit is attached.

Sworn to before me at Ekfrid, in the }
County of Middlesex, this 20th }
day of September, A.D. 1882. }

JAS. G. BEGG,
A Commissioner.

THOMAS GORDON, *Indian Agent.*
Chief A. SICKLES.

Recorded 4th December, 1882. }

Liber 84, Folio 344. }
L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 198.

KNOW ALL MEN BY THESE PRESENTS, that, we, the undersigned Chief and Principal Men of the Scugog Band of the Mississauga Indians resident on our reserve in the Township of Scugog, in the County and Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled,—

Do hereby remise, release, surrender, quit claim, and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever :—

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Scugog, in the County and Province of Ontario, and containing by admeasurement one acre and three quarters of one acre, be the same more or less and being composed of the north-west corner of lot number seven, in the eleventh concession of the said township, which may be more particularly described as follows :—

Commencing where a post has been planted at the north-west angle of the said lot ; thence north seventy-four degrees, east five chains and eighty-three links to the west limit of the "Centre Road" ; thence south thirty-two degrees thirty-minutes, west eight chains and forty-two links to the westerly limit of the said lot ; thence north sixteen degrees, west six chains more or less to the place of beginning.

To have and to hold the said one acre and three quarters of one acre of land unto Her said Majesty the Queen, Her heirs and successors for ever.

In trust to sell and convey the same to such person or persons and upon such terms and conditions as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants for ever.

And we, the said Chief and Principal Men, do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the

said Government of the said Dominion may do or cause to be lawfully done in connection with the sale and disposal of the said one acre and three-quarters of one acre of land.

IN WITNESS WHEREOF, we, the said Chief and Principal Men have hereunto set our hands and affixed our seals this fifteenth day of December, in the year of Our Lord one thousand eight hundred and eighty-two.

Signed, sealed and delivered in presence of us, having been first read and interpreted. }

WILLIAM MARSDEN,
Interpreter.

W. M. WILLCOX,
WILLIAM PLUMMER,
Supt. and Com'r I.A.

JOHN JOHNSON, *Chief,* his
x
mark.

CHANCEY JOHNSTON,
ABRAHAM JOHNSTONE,

his
JAMES JOHNSON, x
mark.

ISAAC JOHNSON,
WILLIAM MARSDEN,
CHARLES MCCUE,
THOS. MARSDEN.

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF YORK. }
To Wit:

Personally appeared before me, William Plummer, of the city of Toronto, in the said Province, Visiting Superintendent and Commissioner of Indian Affairs, and John Johnston, resident on the reserve of the Scugog Band of Mississaugua Indians in the Township of Scugog, in the County of Ontario, and Province aforesaid, the Chief of the said Band of Indians.

And the said William Plummer for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Scugog Band of Mississaugua Indians of the full age of twenty-one years.

That such assent was given at a meeting or council of said Band of Indians summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such meeting or council by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

And the said John Johnston for himself saith :

That the annexed release or surrender was assented to by himself and a majority of the male members of the said Band of Indians of the full age of twenty-one years.

That such assent was given at a meeting or council of the said Band of Indians, summoned for that purpose and according to their rules, and held in the presence of the said William Plummer.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Scugog Band of Mississaugua Indians or interested in the land mentioned in the said release or surrender.

That he is the Chief of the said Band of Indians and was entitled to vote at the said meeting or council.

Sworn before me by the said deponents,
William Plummer and John Johnston, this twentieth day of December, A. D. 1882. As to the deponent, John Johnston, through the interpretation of William Marsden, the said William Marsden having been first sworn that he had truly, distinctly and audibly interpreted the contents of this affidavit to the said deponent, John Johnston, and that he would truly and faithfully interpret to the said John Johnston the oath about to be administered to him.

J. D. BOYD,

Chancellor of Ontario.

Recorded 5th March, 1883. }

Lib. 80, Fol. 563 }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

WILLIAM PLUMMER,

JOHN JOHNSTON, ^{his} x
mark.

WILLIAM MARSDEN,

Of Scugog Island, Farmer.

No. 199.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chief and Principal Men of the Band of Indians known as the Moravians of the Thames, in the Township of Orford, in the County of Kent, and Province of Ontario, being this day assembled in council summoned for that purpose, have agreed to surrender and yield up unto Her Most Gracious Majesty the Queen, Her heirs and successors for ever, all the right, claim and title which we possess of, in and to that certain parcel of land lying and being on our reserve aforesaid, and which may be more particularly known and described as being a lot on the farm of Israel Peters, forty feet wide by fifty feet deep, along the north-west side of the school ground on which a church has been erected by the Church of England of the Diocese of Huron.

With the object of the land in question being conveyed to the Synod of the Diocese of Huron in trust for a church and mission with the distinct understanding that the land above described is surrendered for church purposes only, and cannot be assigned, sublet, or sold, and to be forfeited for non uses for three years.

IN WITNESS WHEREOF, we have hereunto set our hands and and seals at Moravian Town this thirteenth day of November, in the year of our Lord one thousand eight hundred and eighty-two.

Signed, sealed and delivered, having
been previously read and explained
in our presence.

JOHN BEATTIE,

JOSEPH PHEASANT.

Chief C. M. STONEFISH,	[L.S.]
JOSEPH PHEASANT,	[L.S.]
FRANK C. WAMPUM,	[L.S.]
JOSHUA JACOBS,	[L.S.]
ISAAC HILL,	[L.S.]
JOHN LEWIS,	[L.S.]
EDWARD WHITBY,	[L.S.]
PETER STONEFISH,	[L.S.]
JONAS NOAH,	[L.S.]
V. R. SNAKE,	[L.S.]
GOTTLIEB TOBIAS,	[L.S.]
J. B. NOAH,	[L.S.]
DAVID DOLSON,	[L.S.]
JOHN LOGAN,	[L.S.]
WESLEY JACOBS.	[L.S.]

PROVINCE OF ONTARIO. }
To Wit : }

We, John Beattie, of the Village of Highgate, in the County of Bothwell and Province of Ontario, Indian Agent, and Joseph Pheasant, being a member of the Band of Indians known as the Moravians of the Thames, hereby certify that we were personally present on the thirteenth day of November, A.D. 1882, at a meeting of council held on the Moravian Indian Reserve, which meeting was summoned according to the rules of said Band, for the purpose of taking into consideration the advisability of granting to the Synod of the Diocese of Huron, in trust for church purposes a lot of land on said reserve.

We further certify that the annexed surrender was assented to by a majority of the male members of the Band of the full age of twenty-one years entitled to vote at said council.

Sworn before me at Ridgetown, in }
the County of Kent, this twelfth }
day of January, A.D. 1883. }

JOHN BEATTIE,
JOSEPH PHEASANT.

A. BELL,
Judge Co. Court, Co. of Kent.

Recorded 8th March, 1883.

Lib. 80, Fol. 566.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 200.

KNOW ALL MEN BY THESE PRESENTS that we, the Chief and Principal Men of the Band of Indians known as the Chippewas of the Thames, owning and occupying the Caradoc Indian Reserve in the County of Middlesex, in the Province of Ontario and Dominion of Canada, have hereunto set our hands and seals, for and on behalf of the voting members of the said Band, being this day assembled in council summoned for that purpose, whereat a majority of the said voting members agreed to surrender and yield up, and by these presents do surrender and yield up unto Our Sovereign Lady the Queen, Her heirs and successors, all the right, claim and title which the Band aforesaid possesses of, in and to those certain parcels or tracts of land and premises lying and being in our reserve aforesaid, and more particularly known and described as follows, viz.: The east half of the north half of lot number five, in the second range, containing fifty acres. The east half of the north half of lot number six, in the second range, containing fifty acres. The west three-quarters of the north half of lot number seven, in the second range, containing seventy-five acres. The gore of lot number thirteen, in the second range, containing about thirty acres. The south-west quarter of the south half of lot number one, in the second range, containing twenty-five acres. The north-east sixty acres of the south half of lot number five, in the second range. The west three-quarters of the south half of lot number six, in the second range, containing seventy-five acres. The west half of the north half of lot number five, in the third range, containing fifty acres. The east three-quarters of the north half of lot number nine, in the third range, containing seventy-five acres. The north half of lot number ten, in the third range, containing one hundred acres. The north half of lot number eleven, in the third range, containing one hundred acres. The east half of the south half of lot number two, in the third range, containing fifty acres. The west half of the south half of lot number three, in the third range, containing fifty acres. The east half of the south half of lot number six, in the third range, containing fifty acres. The east part of the north half of lot number one, in the fourth range, containing forty acres. The south half of the north half of lot

number eight, in the third range, containing fifty acres. The east half of the south half of lot number two, in the fourth range, containing fifty acres. The east half of the north half of lot number two, in the fourth range, containing fifty acres. The west half of the south half of lot number three, in the fourth range, containing fifty acres. The west half of the north half of lot number three, in the fifth range, containing fifty acres. Lot number eight, in the fifth range, containing two hundred and three acres. The south half of lot number nine, in the fifth range, containing fifty acres. Lot number ten, in the fifth range, containing one hundred and three acres. Lot number seven in the sixth range, containing ninety-eight acres. The east part of lot number eleven, in the sixth range, containing one hundred acres. And the north half of lot number one, in the sixth range, containing one hundred acres. All the within described lands, being in the said Caradoc Indian Reserve, in the County of Middlesex, Province of Ontario and Dominion of Canada.

In trust, with the object of the lands in question being leased for the benefit of the Indians to whom the respective portions of the said lands have been or may hereafter be allotted, to such person or persons and upon such terms and conditions as the Government of the said Dominion may deem most conducive to the interest of us and our people.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at the Caradoc Indian Reserve this twenty-first day of December, in the year of Our Lord one thousand eight hundred and eighty-two.

In the presence of
 THOMAS GORDON, }
Indian Agent.

Chief JOSEPH FISHER,	[L.S.]
do NELSON BEAVER,	[L.S.]
do JOHN CHICKEN,	[L.S.]
JOHN HENRY,	[L.S.]
ABEL WAUCAUSH,	[L.S.]
his	
THOMAS x FISHER, Sen.,	[L.S.]
mark.	
FRANCIS DEBARY,	[L.S.]
WILLIAM DEBARY,	[L.S.]
JOSEPH BEAVER,	[L.S.]
his	
PETER x BRIGHAM,	[L.S.]
mark.	

PROVINCE OF ONTARIO. }
 To Wit :

Personally appeared before me Thomas Gordon, of the Town of Strathroy, County of Middlesex, Indian Agent, and Chief Joseph Fisher, of the Caradoc Indian Reserve, who being duly sworn severally depose and say :—

And the said Thomas Gordon for himself saith :

That the annexed surrender was assented to by the said Chief and Principal Men and by a majority of the said Band of Indians entitled to vote at a meeting or council thereof summoned for that purpose.

That such meeting or council was held in his presence and he heard such assent given.

That he was duly authorized to attend such meeting or council by the Superintendent-General of Indian Affairs.

And the said Joseph Fisher for himself saith :

That he is the Chief of the Chippewas of the Thames, residing on the Caradoc Reserve, and was entitled to vote at the meeting or council aforesaid.

That the annexed release or surrender was assented to by him and by a majority of the members of the said Tribe or Band of Indians entitled to vote at the council or meeting before mentioned.

That the said assent was given at a meeting or council of the said Tribe or Band of Indians summoned for that purpose, at which himself and the other said members

of the said Tribe or Band of Indians were present, and also the said other deponent, Thomas Gordon.

Sworn before me by the said deponents,
 Thomas Gordon and Joseph Fisher,
 this second day of January, A.D.
 1883.

THOMAS GORDON,
Indian Agent.
 JOSEPH FISHER,
Chief.

WM. ELLIOT,
County Judge, Mx.

Recorded 9th March, 1883. }

Lib. 80, Fol. 568. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 201.

WHEREAS, Big Bear, a Cree Chief, on behalf of his Band, comprising thirty lodges, inhabitants of the country covered by the treaty commonly known as "Treaty Number Six," made between Her Majesty the Queen, by Her Commissioners the Honourable Alexander Morris, the Honourable James McKay and the Honourable William Joseph Christie, of the one part, and the Plain and Wood Cree Tribe of Indians of the other part at Carlton, on the twenty-third and twenty-eighth days of August, and near Fort Pitt on the ninth day of September, in the year of Our Lord one thousand eight hundred and seventy-six, who have not yet given in their adhesion to the said Treaty, have presented themselves to Allan Macdonald, Esq., Indian Agent of Treaty Number Four, and expressed a desire to join in the same treaty; and whereas the said Indian Agent has recognized the said "Big Bear" as the Chief of their Band.

NOW THIS INSTRUMENT WITNESSETH, that the said "Big Bear," for himself and on behalf of the Band which he represents, does transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of the Dominion of Canada, all his right, title and interest whatsoever, which he has held or enjoyed, of, in and to the territory described and fully set out in the said treaty; also all his right, title and interest whatsoever to all other lands wherever situated, whether within the limits of any other treaty heretofore made or hereafter to be made with Indians, or elsewhere in Her Majesty's territories. To have and to hold the same unto and for the use of Her Majesty the Queen, Her heirs and successors forever. And do hereby agree to accept the several benefits, payments and reserves promised to the Indians, adhering to the said treaty at Carlton and Fort Pitt on the dates above mentioned; and further, do solemnly engage to abide by, carry out and fulfil all the stipulations, obligations and conditions contained on the part of the Indians therein named, to be observed and performed, and in all things to conform to the articles of the said treaty as if the said "Big Bear" and the Band which he represents had been originally contracting parties thereto, and had been present at the treaty at Carlton and Fort Pitt, and had then attached his signature to the said treaty as Chief of the said Band.

IN WITNESS WHEREOF, Allan Macdonald, Esquire, Indian Agent, and the said "Big Bear," Chief of the said Band, hereby giving his adhesion to the said treaty, have hereunto subscribed and set their hands at Fort Walsh, in the said North-West Territories, this eighth day of December, in the year of our Lord one thousand eight hundred and eighty-two.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been explained to the Indians by the said Allan Macdonald, Esq., Indian Agent, through the Interpreter, Peter Hourie and Louis Leveillee.

his
 JOE x TANNER,
 mark.
 PETER HOURIE,
 his
 LOUIS x LEVEILLEE,
 mark.
 his
 PIE x A POT, *Chief.*
 mark.

A. G. IRVINE, *Lieut.-Col., Com. N.W.M.P.*

JOHN COTTON, *Superintendent and Adjutant, N.W.M.P.*

AUGUSTUS JAKES, M.B., F.S.C., Lond., *Surgeon, N.W.M.P.*

FRANK NORMAN, *Inspector, N.W.M.P.*

A. SHURTLIFF, *Superintendent, N.W.M.P.*

W. R. ABBOTT, *Sergeant-Major, N.W.M.P.*

W. ROUTLEDGE, *Corporal, N.W.M.P.*

ALLAN MACDONALD, *Indian Agent, Treaty No. 4.*

^{his}
BIG X BEAR, (*Chief.*)

mark.

Recorded 30th March, 1883. }

Lib. 80, Fol. 624. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 202.

KNOW ALL MEN BY THESE PRESENTS, that we, the Blackfoot Indians, being a majority of the male members of the Blackfoot Band of the full age of twenty-one years, assembled in council duly called for the purpose of considering the surrender of the reserve hereinafter mentioned, and in presence of the Honourable Edgar Dewdney, Lieutenant-Governor of the North-West Territories, and Commissioner duly authorized to attend said council, do hereby assent to ratify and confirm a certain treaty made and concluded the twentieth day of June last past between Her Majesty the Queen, by Her Commissioners, the said the Honourable Edgar Dewdney and James Farquharson Macleod, C.M.G., of the one part, and the Blackfoot Indians by their Head and Minor Chiefs, of the other part.

And in consideration of the terms of the said Treaty, we do hereby unanimously release and surrender to Her Majesty the Queen all the land reserved to the said Blackfoot Indians, under and by virtue of a certain treaty made and concluded on the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen, by Her Commissioners the Honourable David Laird, and the said James Farquharson Macleod of the one part, and the Blood, Blackfeet, Sarcee, Peigan and Stoney Indians of the other part which said land is more particularly described as follows: "A belt of land on the north side of the Bow and South Saskatchewan Rivers of an average width of four miles along said rivers down stream, commencing at a point on the Bow River, twenty miles north-westerly of the "Blackfoot Crossing" thereof, and extending to the Red Deer River at its junction with the South Saskatchewan; also for a term of ten years and no longer from the date of the concluding of this treaty when it shall cease to be a portion of the said Indian reserves, as fully to all intents and purposes as if it had not at any time been included therein, and without any compensation to individual Indians for improvements of a similar belt of land on the south side of the Bow and Saskatchewan Rivers of an average width of one mile along the said rivers down stream, commencing at the aforesaid point on the Bow River, and extending to a point one mile west of the coal seam on said river, about five miles below the said "Blackfoot Crossing," beginning again one mile east of the said coal seam and extending to the mouth of Maple Creek at its junction with the South Saskatchewan, and beginning again at the junction of the Bow River with the latter river, and extending on both sides of the South Saskatchewan in an average width on each side thereof of one mile along said river against the stream, to the junction of the Little Bow River with the latter river, excepting therefrom all such portions of the said tract of land as are now included in the Blackfoot Reserve, as fixed in the said treaty made and concluded on the twentieth day of June last past, together with all our right, title and interest therein.

To have and to hold the same unto Her Majesty the Queen, Her Heirs and successors forever.

IN WITNESS WHEREOF Sapo-a-Mexico Crowfoot, the Head Chief of the said Blackfoot Band, hath hereto at our request placed his hand and affixed his seal at the Blackfoot Reserve this seventh day of February, in the year of Our Lord one thousand eight hundred and eighty-four.

Signed, sealed and delivered in }
presence of

SAPO-A-MEXICO ^{his} x CROWFOOT. [L.S.]
mark.

E. DEWDNEY,
Indian Commissioner and Lieut.-Governor.

CANADA,
NORTH-WEST TERRITORIES, }
To Wit :

I, Edgar Dewdney, Lieutenant-Governor of the North-West Territories and Commissioner duly authorized to attend a council of the Blackfoot Indians held for the purpose of considering the surrender of certain lands reserved to the said Indians by a treaty made and concluded the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen of the one part, and the said Blackfoot Indians, and the Blood, Sarcee, Peigan and Stoney Indians of the other part, make oath and say:

That I was present at the said council which was composed of a majority of the male members of the said Blackfoot Band of the full age of twenty-one years, who unanimously assented to release and surrender to Her Majesty the Queen the said reserve as set forth in the deed hereto annexed.

Sworn before me at the Blackfoot }
Reserve, this seventh day of }
February, in the year of Our }
Lord 1884.

E. DEWDNEY,
Indian Com'r and Lieut.-Governor.

JAMES F. MACLEOD,
Stip. Magistrate, N.W.T.

CANADA,
NORTH-WEST TERRITORIES, }
To Wit :

I, Sapo-a-Mexico Crowfoot, Head Chief of the Blackfoot Band of Indians, make oath and say :

That I was present and entitled to vote at a council composed of a majority of the male members of the Blackfoot Band of the full age of twenty-one years, duly called to consider the surrender to Her Majesty the Queen, of certain land reserved to the said Indians by virtue of a treaty made and concluded the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven.

That the members of the said council unanimously assented to the surrender of the said reserve as set forth in the deed hereto annexed having been thoroughly explained.

Sworn before me, at the Blackfoot }
Reserve, this seventeenth day }
of February, in the year of Our }
Lord 1884.

SAPO-A-MEXICO ^{his} x CROWFOOT.
mark.

JAMES F. MACLEOD,
Stip. Magistrate, N.W.T.

ARTICLES OF A TREATY made and concluded this twentieth day of June, in the year of Our Lord eighteen hundred and eighty-three, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honourable Edgar Dewdney, Lieutenant-Governor and Commissioner of Indian Affairs, and James Farquarson Macleod, C.M.G., Stipendiary Magistrate, of the one part, and the Blackfoot Indians, by their Head Chiefs and Minor Chiefs in council assembled of the other part.

Whereas by a certain treaty made and concluded on the twenty-second day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen, by Her Commissioners, the Honourable David Laird and the said James Farquarson Macleod, of the one part, and the said Blackfoot Indians, and the Bloods, Sarcees, Peigans and Stoney Indians, of the other part, it was amongst other things provided in the words following, viz. : It is also agreed between Her Majesty and Her said Indians that reserves shall be assigned them of sufficient area to allow one square mile for each family of five (5) persons, or in that proportion for larger and smaller families, and that said reserves shall be located as follows, that is to say : First—"The reserves of the Blackfeet, Blood, and Sarcee Bands of Indians shall consist of a belt of land on the north side of the Bow River and South Saskatchewan River, of an average width of four (4) miles along said rivers, down stream, commencing at a point on the Bow River twenty miles northwesterly of the "Blackfoot Crossing" thereof, and extending to the Red Deer River, at its junction with the South Saskatchewan ; also for the term of ten years, and no longer, from the date of the concluding of this treaty, when it shall cease to be a portion of said Indian reserves, as fully to all intents and purposes as if it had not at any time been included therein, and without any compensation to individual Indians for improvements, of a similar belt of land on the south side of the Bow and Saskatchewan Rivers, of an average width of one mile along said rivers, down stream, commencing at the aforesaid point on the Bow River, and extending to a point one mile west of the coal seam on said river, about five (5) miles below the said "Blackfoot Crossing"; beginning again one (1) mile east of the said coal seam and extending to the mouth of Maple Creek at its junction with the South Saskatchewan ; and beginning again at the junction of the Bow River with the latter river, and extending on both sides of the South Saskatchewan in an average width on each side thereof of one (1) mile along said river against the stream to the junction of the Little Bow River with the latter river."

And whereas the Blood and Sarcee Indians have been granted other reservations, and have released all their right to the reservation hereinbefore mentioned, and it becomes necessary to sell and re-adjust the reserve of the Blackfoot Indians.

It is hereby agreed by and between the parties to these articles that the Blackfoot Reserve shall be and consist of the following land, that is to say: Townships twenty (20), in ranges nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), and twenty-four (24) ; townships twenty-one (21), in ranges twenty-two (22), twenty-three (23) and twenty-four (24) ; and all those parts of townships twenty-one (21), in ranges nineteen (19), twenty (20) and twenty-one (21) ; and townships twenty-two (22), in ranges twenty-one (21), twenty-two (22), twenty-three (23) and twenty-four (24) ; south of the railway and of a line drawn parallel to and two hundred and sixty-four (264) feet from the centre of the present road-bed of the Canadian Pacific Railway, excepting and reserving from the said last mentioned township that part thereof west of a line projected by William Ogilvie, Esquire, D.L.S., and marking the west limit of the Blackfoot reservation ; also all that portion of township twenty-three (23), range twenty-four (24), bounded on the west by the beforementioned line projected by the said William Ogilvie, Esquire, D.L.S. ; on the north-east by a line drawn parallel to and two hundred and sixty-four (264) feet south-westerly from the centre of the road-bed of the said Canadian Pacific Railway ; and on the south by the southern boundary of the said township, all west of the Fourth (4th) Principal Meridian.

And Her Majesty the Queen, by Her said Commissioners, parties to these presents, doth hereby grant to the said Blackfoot Indians the land hereinbefore lastly described, to have and to hold the same unto and for the use of the said Blackfoot Indians for ever.

And in consideration of the premises, the said Blackfoot Indians, by their Head Chiefs and Minor Chiefs in council assembled, do hereby release unto Her Majesty the Queen all the reserve mentioned and described in the said hereinbefore in part recited treaty, and all their interests therein, except that portion of the same included in the reserve settled by these articles.

And it is lastly fully understood and agreed by and between the parties hereto that all the stipulations set forth and rights reserved to Her Majesty the Queen by the said hereinbefore in part recited treaty shall apply to the reserve settled by these articles.

IN WITNESS WHEREOF, Her Majesty's said Commissioners, and the said Indian Head and Minor Chiefs, have hereunto subscribed and set their hands at the "Blackfoot Crossing" the day and year herein first above written.

Signed by the said Commissioners and Head and Minor Chiefs in the presence of the following witnesses, the same having been first explained by Jean L'Heureux, Blackfoot Interpreter.

A. LACOMBE, O.M.I., *Cath. Miss.*

C. E. DENNY, *Indian Agent.*

JOHN C. NELSON,

W. POCKLINGTON.

G. E. SIMEON,

JEAN L'HEUREUX,

Interpreter, Indian Dept.

EDGAR DEWDNEY,
Indian Com. and Lieut.-Gov.

JAMES F. MACLEOD,
Commissioner.

CROWFOOT, or CHAPO ^{his} x MEXICO,
mark.

OLD SUN, or MATOSE ^{his} x APIW,
mark.

THREE BULLS, or NIOKKA ^{his} x STAMIX,
mark.

WHITE EAGLE, or PITAH ^{his} x SIKSINUM,
mark.

LOW HORN, or EKKAS ^{his} x KIN,
mark.

BEAR CHILD, or KAYO ^{his} x OKOSIS,
mark.

BULL ELK, or PONONA ^{his} x STAMIX,
mark.

BIG PLUME, or OMAKSI ^{his} x SAPOP,
mark.

CALF ROBE, or ONIS ^{his} x TAH,
mark.

WEAZEL CALF, or APAN ^{his} x ONISTAH,
mark.

RABBIT CARRIER, or ATTISTAH ^{his} x HOES,
mark.

LONE CHIEF, or NE ^{his} x TENAH,
mark.

MEDICINE SHIELD, or NATO ^{his} x AOTAN,
mark.

his
EAGLE RIB, or PITAH x PIKKIS,
mark.
his
SITTING EAGLE, or PITAH x PI.
mark.

Recorded 18th March, 1885. }
Lib. 95, Fol. 548. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 203.

KNOW ALL MEN BY THESE PRESENTS, that we, the Blood Indians of the Blackfoot Tribe, being a majority of the male members of the Blood Band of the full age of 21 (twenty-one) years, assembled in council, duly called for the purpose of considering the surrender of the reserve hereinafter mentioned, and in presence of the Honourable Edgar Dewdney, Lieutenant-Governor of the North-West Territories and Commissioner duly authorized to attend the said council, do hereby assent to ratify and confirm a certain treaty made and concluded the second day of July last past between Her Majesty the Queen, by Her Commissioners the said Honourable Edgar Dewdney and James Farquharson Macleod, C.M.G., of the one part, and the Blood Indians, by their Head and Minor Chiefs, of the other part.

And, in consideration of the terms of the said treaty, we do hereby unanimously release and surrender to Her Majesty the Queen all the land reserved to the said Blood Indians under and by virtue of a certain treaty made and concluded on the twenty-seventh day of September, in the year Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen, by Her Commissioners, the Honourable David Laird and the said James Farquharson Macleod, of the one part, and the Blood, Blackfeet, Sarcee, Piegan and Stony Indians of the other part, which said land is more particularly described as follows: "A belt of land on the north side of the Bow and South Saskatchewan Rivers, of an average width of four miles along said rivers, down stream, commencing at a point on the Bow River twenty miles north-westerly of the 'Blackfoot Crossing' thereof, and extending to the Red Deer River at its junction with the South Saskatchewan; also for a term of ten years, and no longer, from the date of the concluding of this treaty, when it shall cease to be a portion of said Indian reserves, as fully to all intents and purposes as if it had not at any time been included therein, and without any compensation to individual Indians for improvements, of a similar belt of land on the south side of the Bow and Saskatchewan Rivers of an average width of one mile along said rivers, down stream; commencing at the aforesaid point on the Bow River, and extending to a point one mile west of the coal seam on said river, about five miles below the said 'Blackfoot Crossing'; beginning again one mile east of the said coal seam and extending to the mouth of Maple Creek at its junction with the South Saskatchewan; and beginning again at the junction of the Bow River with the latter river, and extending on both sides of the South Saskatchewan in an average width on each side thereof of one mile, along said river against the stream, to the junction of the Little Bow River with the latter river," together with all our right, title and interest therein.

To have and to hold the same unto Her Majesty the Queen, Her heirs and successors forever.

IN WITNESS WHEREOF, Mekasto (Red Crow), the Head Chief of the said Blood Band, hath hereto at our request placed his hand and affixed his seal at the Blood

Reserve this first day of February, in the year of Our Lord one thousand eight hundred and eighty-four.

Signed, sealed and delivered in }
presence of }

MEKASTO, ^{his} x RED CROW.
mark.

[L.S.]

E. DEWDNEY,
Indian Com. and Lieutenant-Governor,
JAMES F. MACLEOD,
Stip. Magistrate, N.W.T.

CANADA.
NORTH-WEST TERRITORIES. }
To Wit :

I, Edgar Dewdney, Lieutenant-Governor of the North-West Territories and Commissioner duly authorized to attend a council of the Blood Indians held for the purpose of considering the surrender of certain lands reserved to the said Indians by a treaty made and concluded the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen of the one part and the said Blood Indians, and the Blackfeet, Sarcee, Piegan and Stony Indians of the other part, make oath and say :

That I was present at the said council, which was composed of a majority of the male members of the said Blood Band of the full age of twenty-one years, who unanimously assented to release and surrender to Her Majesty the Queen the said reserve, as set forth in the deed hereto annexed.

Sworn before me at the Blood Reserve }
this first day of February, in the year }
of Our Lord 1884. }

E. DEWDNEY,
Ind. Com., Lieut-Governor.

JAMES F. MACLEOD,
Stipendiary Magistrate, N.W.T.

CANADA.
NORTH-WEST TERRITORIES. }
To Wit :

I, Mekasto (Red Crow), Head Chief of the Blood Band of Indians, make oath and say :

That I was present and entitled to vote at a council composed of a majority of the male members of the Blood Band of the full age of twenty-one years, duly called to consider the surrender to Her Majesty the Queen of certain land reserved to the said Indians by virtue of a treaty made and concluded the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven.

That the members of the said council unanimously assented to the surrender of the said reserve, as set forth in the deed hereto annexed, after being thoroughly explained.

Sworn before me at the Blood Reserve }
this first day of February, in the year }
of Our Lord 1884 (by the sun and }
by the earth). }

MEKASTO, ^{his} x, (RED CROW.)
mark.

JAMES F. MACLEOD,
Stipendiary Magistrate, N.W.T.

ARTICLES OF A TREATY made and concluded this second day of July, in the year of Our Lord one thousand eight hundred and eighty-three, between "Her Most Gracious Majesty the Queen" of Great Britain and Ireland, by Her Commissioners the Honourable Edgar Dewdney, Commissioner of Indian Affairs and Lieutenant-Governor of the North-West Territories, and James Farquharson Macleod, C.M.G., Stipendiary Magistrate, of the one part, and the Blood Indians, by their Head and Minor Chiefs in council assembled, of the other part.

Whereas by a treaty made and concluded on the twenty-seventh day of September, in the year of Our Lord 1877, between Her Majesty the Queen, by Her Commissioners the Honourable David Laird and the said James Farquharson Macleod C.M.G., of the one part, and the said Blood Indians, and the Blackfeet, Piegans, Sarcee and Stoney Indians of the other part, it was amongst other things provided in the words and to the effect following, that is to say :

It is also agreed between Her Majesty and Her said Indians that reserves shall be assigned them of sufficient area to allow one square mile for each family of five persons, or in that proportion for larger and smaller families and that said reserves shall be located as follows, that is to say :

First, the reserves of the Blackfeet, Bloods and Sarcee Indians shall consist of a belt of land on the north side of the Bow and South Saskatchewan Rivers, of an average of four miles along said rivers down stream, commencing at a point on the Bow River twenty miles north-westerly of the "Blackfoot Crossing" thereof, and extending to the Red Deer River at its junction with the South Saskatchewan; also for the term of ten years, and no longer, from the date of the concluding of this treaty, when it shall cease to be a portion of said Indian reserves as fully to all intents and purposes as if it had not at any time been included therein, and without any compensation to individual Indians for improvements, of a similar belt of land on the south side of the Bow and Saskatchewan Rivers, of an average width of one mile along said rivers, down stream, commencing at the aforesaid point on the Bow River and extending to a point one mile west of the coal seam on said river, about five miles below the said "Blackfoot Crossing"; beginning again one mile east of the said coal seam and extending to the mouth of Maple Creek at its junction with the South Saskatchewan, and beginning again at the junction of the Bow River with the latter river, and extending on both sides of the South Saskatchewan in an average width on each side thereof of one mile along said river against the stream to the junction of the Little Bow River with the latter river.

And whereas the said Blood Indians have requested that a reserve other than and in lieu of that described in the said hereinbefore in part recited treaty should be granted to them, and it hath been agreed, by the parties hereto, that the reserve hereinafter described shall be granted to them as such reserve.

These Articles witness that Her Majesty the Queen, by Her said Commissioners, parties hereto, doth grant unto the said Blood Indians—

All that certain tract of land in the North-West Territories, Canada, butted and bounded as follows, that is to say: Commencing on the north bank of the St. Mary's River at a point in north latitude forty-nine degrees twelve minutes and sixteen seconds ($49^{\circ} 12' 16''$); thence extending down the said bank of the said river to its junction with the Belly River; thence extending up the south bank of the latter river to a point thereon in north latitude forty-nine degrees, twelve minutes and sixteen seconds ($49^{\circ} 12' 16''$), and thence easterly along a straight line to the place of beginning; excepting and reserving from out the same any portion of the north-east quarter of section number three, in township number eight, in range twenty-two west of the Fourth Principal Meridian, that may lie within the above mentioned boundaries; to have and to hold the same unto the use of the said Blood Indians forever. And in consideration of the premises the said Blood Indians, by their Head and Minor Chiefs, in council assembled, do hereby release to Her Majesty the Queen all the reserve mentioned and described in the said hereinbefore in part recited treaty and all their interests therein.

And it is hereby lastly fully understood and agreed by and between the parties hereto that all the stipulations mentioned and rights reserved to Her Majesty the Queen in the said hereinbefore part recited treaty shall apply to the reserve granted to the said Blood Indians by these articles.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Blood Indian Head and Minor Chiefs have hereunto subscribed and set their hands at the Blood Reserve.

Signed by the said Commissioners and the above named Head and Minor Chiefs in presence of the following witnesses, the same having been first explained to them by David Mills, Blackfoot Interpreter.

C. E. DENNY, *Indian Agent.*
L. N. F. CROZIER,
JOHN C. NELSON,
D. MILLS,
W. C. MCCORD,
H. T. BOURNE,
JOS. POTANA HEALEY.

E. DEWDNEY,

Indian Com. and Lieut.-Gov.

JAMES F. MACLEOD,

Commissioner.

his

MEKASTO, x or Red Crow.
mark.

his

PA-KAH-POTAKAN, x or Bad Head.
mark.

his

SAKOOTE STOMAX, x or Hind Bull.
mark.

his

AKKA-KIST-SIPIAMY, x or Many Spotted
mark.

Horses.

his

KAYTE-SUM, x or Old Moon.
mark.

his

PAY-IN-NA-QUAIM, x or Captive or Stolen
mark.

Person.

his

PAW-WOW-KASI, x or White Antelope.
mark.

his

MA-QUAI-I-QUIM, x or Wolf Collar.
mark.

his

PETE OTOKAN, x or Eagle Head.
mark.

his

ONISTAH-POKAH, x or White Calf (away).
mark.

his

NETAH-KIST-SIPENY, x or One Spot.
mark.

his

AKUK-OTAS, x or Many Spotted Horses.
mark.

his

STOMIX-OTRE-KA-PE, x or Bull Turn
mark.

Round.

his

KAYE-TAPO, x or Going to the Bear.
mark.

his

STAMIX-AH-OTAN, x or Bull Shield.
mark.

his

SEXEKAH-E-PE-TUKE, x or Blackfoot Old
mark.

Woman.

his

APE-SO-NEUGH-KUN, x or Running Wolf.
mark.

Recorded 20th March, 1885. }

Lib. 95, Fol. 554. }

L. A. CATELLIER,

*Deputy Registrar-General of Canada.*his
MAQUAI-IS-TU-PISTAU, x or Strangled Wolf.
mark.

No. 204.

KNOW ALL MEN BY THESE PRESENTS, that we, the Sarcee Indians, being a majority of the male members of the Sarcee Band of the full age of twenty-one years, assembled in council duly called for the purpose of considering the surrender 'of the reserve hereinafter mentioned, and in presence of the Hon. Edgar Dewdney, Lieutenant-Governor of the North-West Territories and Commissioner duly authorized to attend the said council, do hereby assent to ratify and confirm a certain treaty made and concluded the twenty-seventh day of June last past between Her Majesty the Queen, by Her Commissioners the said the Hon. Edgar Dewdney and James Farquharson Macleod, C.M.G., of the one part, and the Sarcee Indians, by their Head and Minor Chiefs, of the other part.

And in consideration of the terms of the said treaty, we do hereby unanimously release and surrender to Her Majesty the Queen all the land reserved to the said Sarcee Indians under and by virtue of a certain treaty made and concluded on the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen, by Her Commissioners, the Honourable David Laird and the said James Farquharson Macleod, of the one part, and the Blood, Blackfeet, Sarcee, Piegan and Stony Indians of the other part, which said land is more particularly described as follows: "A belt of land on the north side of the Bow and South Saskatchewan Rivers, of an average width of four miles, along said rivers down stream, commencing at a point on the Bow River twenty miles north-westerly of the 'Blackfoot Crossing' thereof and extending to the Red Deer River at its junction with the South Saskatchewan; also, for a term of ten years and no longer, from the date of the concluding of this treaty, when it shall cease to be a portion of said Indian reserves as fully to all intents and purposes as if it had not at any time been included therein, and without any compensation to individual Indians for improvements, of a similar belt of land on the south side of the Bow and Saskatchewan Rivers of an average width of one mile along said rivers, down stream, commencing at the aforesaid point on the Bow River and extending to a point one mile west of the coal seam on said river, about five miles below the 'Blackfoot Crossing,' beginning again one mile east of the said coal seam and extending to the mouth of Maple Creek at its junction with the South Saskatchewan, and beginning again at the junction of the Bow River with the latter river, and extending on both sides of the South Saskatchewan in an average width on each side thereof of one mile along said river against the stream to the junction of the Little Bow River with the latter river," together with all our right, title and interest therein.

To have and to hold the same unto Her Majesty the Queen, Her heirs and successors forever.

IN WITNESS WHEREOF, Stamix-otokan (Bull's Head), the Head Chief of the said Sarcee Band, hath hereto at our request placed his hand and affixed his seal at the Sarcee Reserve this fourth day of February, in the year of Our Lord one thousand eight hundred and eighty-four.

Signed, sealed and delivered in presence of :

E. DEWDNEY,

Indian Com'r, Lieut.-Gov.

JAMES F. MACLEOD,

Stip. Mag., N.W.T.

STAMIX ^{his} x OTOKAN, [L.S.]
mark.

(Bull's Head.)

CANADA,
NORTH-WEST TERRITORIES. }
To Wit:

I, Edgar Dewdney, Lieutenant-Governor of the North-West Territories and Commissioner duly authorized to attend a council of the Sarcee Indians, held for the purpose of considering the surrender of certain lands reserved to the said Indians by a treaty made and concluded the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen of the one part and the said Sarcee Indians and the Blackfoot, Blood, Piegan and Stoney Indians of the other part, make oath and say :—

That I was present at the said council, which was composed of a majority of the male members of the said Sarcee Band of the full age of twenty-one years, who unanimously assented to release and surrender to Her Majesty the Queen the said reserve, as set forth in the deed hereto annexed.

Sworn before me at the Sarcee Reserve }
this fourth day of February, in the }
year of Our Lord 1884. }

E. DEWDNEY,
Indian Com'r, Lieut.-Gov.

JAMES F. MACLEOD,
Stip. Mag., N.W.T.

CANADA,
NORTH-WEST TERRITORIES. }
To Wit:

I, Stamix Otokan, "Bull's Head," Head Chief of the Sarcee Band of Indians, make oath and say :—

That I was present and entitled to vote at a council composed of a majority of the male members of the Sarcee Band of the full age of twenty-one years, duly called to consider the surrender to Her Majesty the Queen of certain land reserved to the said Indians by virtue of a treaty made and concluded the twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-seven.

That the members of the said council unanimously assented to the surrender of the said reserve, as set forth in the deed hereto annexed, after being thoroughly explained.

Sworn before me at the Sarcee Reserve }
this fourth day of February, in the }
year of Our Lord 1884 (by the sun }
and by the earth). }

his
STAMIX x OTOKAN,
mark.
(BULL'S HEAD.)

JAMES F. MACLEOD,
Stip. Mag., N.W.T.

ARTICLES OF TREATY, made and concluded this twenty-seventh day of June, in the year of Our Lord one thousand eight hundred and eighty-three, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners the Honourable Edgar Dewdney, Commissioner of Indian Affairs and Lieutenant-Governor of the North-West Territories, and James Farquharson Macleod, C.M.G., Stipendiary Magistrate, of the one part, and the Sarcee Indians, by their Head and Minor Chiefs, in council assembled, of the other part.

Whereas by a treaty made and concluded on the twenty-second day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, between Her Majesty the Queen, by Her Commissioners the Honourable David Laird and the said James Farquharson Macleod, C.M.G., of the one part, and the said Sarcee Indians, and the Blackfeet, Piegan, Blood and Stoney Indians of the other part, it was amongst other things provided in the words and to the effect following, that is to say :

It is also agreed between Her Majesty and Her said Indians that reserves shall be assigned them of sufficient area to allow one square mile for each family of five persons, or in that proportion for larger and smaller families, and that the said reserves shall be located as follows, that is to say :

First. That reserves of the Blackfeet, Bloods and Sarcee Indians shall consist of a belt of land on the north side of the Bow and South Saskatchewan Rivers of an average of four miles along said rivers, down stream, commencing at a point on the Bow River twenty miles north-westerly of the "Blackfoot Crossing" thereof, and extending to the Red Deer River at its junction with the South Saskatchewan; also, for the term of ten years, and no longer, from the date of the concluding of this treaty, when it shall cease to be a portion of said Indian reserves as fully to all intents and purposes as if it had not at any time been included therein, and without any compensation to individual Indians for improvements, of a similar belt of land on the south side of the Bow and Saskatchewan Rivers, of an average width of one mile along said rivers, down stream, commencing at the aforesaid point on the Bow River and extending to a point one mile west of the coal seam on said river, about five miles below the said "Blackfoot Crossing," beginning again one mile east of the said coal seam and extending to the mouth of Maple Creek at its junction with the South Saskatchewan, and beginning again at the junction of the Bow River with the latter river, and extending on both sides of the South Saskatchewan in an average width on each side thereof of one mile along said river against the stream to the junction of the Little Bow River with the latter river.

And whereas the said Sarcee Indians have requested that a reserve other than and in lieu of that described in the said hereinbefore in part recited treaty should be granted to them, and it hath been agreed by the parties hereto, that the reserve hereinafter described shall be granted to them as such reserve,—

These Articles witness that Her Majesty the Queen, by Her said Commissioners, parties hereto, doth grant unto the said Sarcee Indians townships twenty-three in ranges two (2), three (3) and four (4), west of the fifth (5th) Principal Meridian in the North-West Territories of Canada, to have and to hold the same unto the use of the said Sarcee Indians forever.

And in consideration of the premises the said Sarcee Indians by their Head and Minor Chiefs in Council assembled, do hereby release to Her Majesty the Queen all the reserve mentioned and described in the said hereinbefore in part recited treaty and all their interests therein.

And it is hereby lastly fully understood and agreed by and between the parties hereto that all the stipulations mentioned and rights reserved to Her Majesty the Queen in the said hereinbefore in part recited treaty shall apply to the reserve granted to the said Sarcee Indians by these articles.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Sarcee Indian Head and Minor Chiefs have hereunto subscribed and set their hands at the Sarcee Reserve, on Fish Creek, the day and year herein first written.

Signed by the said Commissioners, Head and Minor Chiefs within named, in the presence of the following witnesses, the same having been first explained by William Gladstone, jr., Interpreter: }

A. LACOMBE, O.M.I.

C. E. DENNY, *Indian Agent*.

WM. POCKLINGTON, *Sub Indian Agent*.

J. H. McILLREE, *Supt.*

W. HOLSTOR,

C.W. SCOTT.

E. DEWDNEY,

Indian Comr. and Lieut.-Gov.

JAMES F. MACLEOD,

Commissioner.

his
STAMIX x OTOKAN, or Bull's Head.
mark.

his
AKAK x OTAS, or Many Horses.
mark.

his
PETAH x ANNES, or Eagle Robe.
mark.

his
OMAKSI x SAPOP, or Big Plume.
mark.

his
APE-AGH x KAHAH-MO-NEE, or White-
mark.
painted Otter.

Recorded 9th March, 1885, }
Lib, 95, Fol. 543. }

L. A. CATELLIER, *Deputy Registrar-General of Canada*.

No. 205.

CARRADOC INDIAN RESERVE, 25th July, 1883.

We the Chiefs and Principal Men of the Band of Indians known as the Chipewas of the Thames, in full council assembled, which meeting of council has been called according to our rules, and presided over by our local Agent, Thos. Gordon, Esq., to take into consideration the advisability of leasing that part of the Carradoc Indian Reserve over which we have control, or such part of it as is occupied by us, to Geo. Birrell, Esq., of London, and others, for a term of five years, by their paying for the use of such lands, for shooting purposes only, the sum of one hundred dollars yearly, have unanimously agreed to request the Indian Department, Ottawa, to take the usual steps as are in such cases necessary to effect the issuing of a lease covering our lands and granting the exclusive right to hunt or shoot on the said lands as above stated.

As witness our hands, on the day and at the place above mentioned, but no surrender of our lands to be made for the above object.

JOSEPH FISHER, *Chief.*

JOB FISHER,

NELSON BEAVER,

GEO. FISHER,

ABEL WAUCAUSH,

PETER BEAVER,

G. MISKOKOMON,

his

JOHN T. x WAUCAUSH,
mark.

his

JAMES x ALWAY,
mark.JOHN HENRY,
hisWILLIAM x FRENCH,
mark.

his

EPHRAIM x TURNER,
mark.

his

JAMES x GROOSEBACK,
mark.

his

DAVID x SENECA,
mark.

his

THOMAS x FISHER,
mark.

his

MOSES x SENECA.
mark.

his

ISAAC x HENRY,
mark.

his

JOHN x MONDWAY.
mark.

COUNTY OF MIDDLESEX, }
CITY OF LONDON. }
To Wit:

We, Thomas Gordon, of the Town of Strathroy, in the County of Middlesex, Indian Agent, and Joseph Fisher, Head Chief of the Indians known as the Chipewas of the Thames, say :

1st. We were both at the meeting of council of the Chippewa Indians of the Thames, which meeting of council was held on the 25th inst., as stated in exhibit A, hereunto attached.

2nd. The consent of a majority of the voting members was given to the Indian Department at the said meeting of council to lease that portion of the said Indian reserve which is occupied or owned by the said Band for shooting purposes, as set forth in the said exhibit.

Sworn to before me at the City of London, in the County of Middlesex, this 27th day of July, A.D. 1883, by Thomas Gordon and Joseph Fisher. }

THOMAS GORDON,
JOSEPH FISHER.

WILLIAM ELLIOTT,

Judge of the County Court, County of Middlesex.

No. 206.

This Indenture, made the twentieth day of June, in the year of Our Lord, one thousand eight hundred and sixty-seven, between Thomas Hughes, of St. Mary's, in the County of York, farmer, of the one part, and Our Lady Queen Victoria, of the United Kingdom of Great Britain and Ireland, of the other part.

Witnesseth, that for and in consideration of the sum of twenty pounds of lawful money of New Brunswick to the said Thomas Hughes in hand well and truly paid by Our said Lady the Queen, at or before the ensealing and delivery of these presents, the receipt and payment whereof is hereby acknowledged, he the said Thomas Hughes hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto Our said Lady the Queen, Her successors and assigns, all that certain piece or parcel of land and premises situate, lying and being in the parish and county aforesaid, and in the Province of New Brunswick, directly opposite the city of Fredericton, and bounded and described as follows, viz. : All that portion of lot number twenty-two, third class, letter C, in the grant to the Maryland Loyalists, to Xenophon Jouett, fourth of May, one thousand seven hundred and ninety-eight, and bounded as follows : Beginning at the eastern bank or shore of the River St. John at the western angle of the said lot number twenty-two; thence running north-easterly along the upper side line of said lot (or along the lower line of lands owned by Francis Hays) to the post road, thence south-easterly along the said road to a point which is distant fourteen rods rectangularly from the said upper line of said lot, and thence south-westerly parallel to said upper line to the bank or shore of the River St. John above mentioned, and thence along the same up stream to the place of beginning, containing two and a half acres more or less, being a part of the lands conveyed by the Reverend William Jaffrey and wife to the said Thomas Hughes, by deed bearing date the fifteenth day of June, in the year of Our Lord one thousand eight hundred and sixty-five, duly recorded in Book P, No. 2, of Records, Deeds and Wills for York County, pages 138 and 139, as by reference thereto will more fully appear : together with all and singular the rights, members, privileges, improvements and hereditaments whatsoever thereunto belonging or in anywise appertaining ; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof ; also all the estate, right, title, interest, property, possession, claim and demand whatsoever of the said Thomas Hughes, in law or equity, of, in, to or out of the said lands and premises, and every part thereof, to have and to hold all and singular the lands and premises, hereby granted, bargained and sold, or intended so to be, with the appurtenances unto Our said Sovereign Queen Victoria, Her successors and assigns, to the only proper use, benefit and behoof of Our said Sovereign Queen Victoria, Her successors and assigns forever.

IN WITNESS WHEREOF, the said Thomas Hughes, hath hereunto set his hand and seal: and Margaret, wife of the said Thomas Hughes, hath also hereunto set her hand and seal, in token of her relinquishment of dower or thirds, and of all right

and title to dower in the lands and premises above described and hereby conveyed on the day and year first hereinbefore written.

Signed, sealed and delivered in	}	THOMAS HUGHES,	[L.S.]
the presence of		her	
JOHN GUION.		MARGARET x HUGHES.	[L.S.]
		mark.	

YORK. }
To Wit:

Be it remembered that on the twentieth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven, before me, John Guion, Esquire, one of Her Majesty's Justices of the Peace in and for the County of York, personally came and appeared Thomas Hughes, the party to the foregoing deed, and acknowledged that he signed, sealed and delivered the same for the uses and purposes therein mentioned; also at the same time appeared Margaret, wife of the said Thomas Hughes, who being by me examined separate and apart from her said husband, acknowledged that she signed, sealed and delivered the said deed freely and voluntarily, and without any fear, threat or compulsion from her said husband, for the uses and purposes therein mentioned.

JOHN GUION,
J. P. for York County.

KNOW ALL MEN BY THESE PRESENTS, that I, the Reverend William Jaffrey, of St. Mary's, in the County of York, clergyman of the Church of England, in consideration of the sum of five shillings of lawful money of New Brunswick to me paid by Our Sovereign Lady Queen Victoria in the foregoing deed named at and before the ensembling and delivery of these presents, the receipt and payment whereof I do hereby acknowledge, and also in consideration of the said sum of twenty pounds mentioned in the said deed being paid over to me by Our said Lady the Queen therein named, have remised, released and forever quitted claim, and by these presents do remise release, and forever quit claim unto Our said Lady the Queen, Her successors and assigns, all and all manner of right, title, interest, claim and demand whatsoever, both at law and in equity, which I now have into and out of the piece of land and premises described and conveyed in the foregoing deed, so that neither I, the said William Jaffrey, nor my heirs, executors or administrators, shall or may at any time or times hereafter have claim, pretend to challenge or demand any right, title or interest claim or demand whatsoever into or out of the said piece of land and premises above described and conveyed, or any part thereof, by virtue of any mortgage upon the said land at present held by me, the said William Jaffrey, from the said Thomas Hughes, which now doth or which may or can in law or equity bind the said land above mentioned, or otherwise howsoever, but that Our said Sovereign the Queen, Her successors and assigns, and the said lands and premises hereinbefore released and conveyed shall from henceforth and forever hereafter be exonerated and discharged of and from the said mortgage, and of and from all claim and demand whatsoever which I might or could have in respect thereof or otherwise howsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this twenty-eighth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven.

Signed, sealed and delivered in	}	WILLIAM JAFFREY.	[L.S.]
the presence of			
SAMUEL DAYTON.			

YORK. }
To Wit:

Be it remembered that on the twenty-eighth day of June, in the year of Our Lord one thousand eight hundred and sixty-seven, before me, Samuel Dayton, Esq., one of Her Majesty's Justices of the Peace for the said County of York, personally came and appeared the Rev. William Jaffrey, the party to the foregoing release,

and acknowledged that he signed, sealed and delivered the same for the uses and purposes therein mentioned.

SAMUEL DAYTON, J. P.

NEW BRUNSWICK, }
YORK COUNTY. }

No. 25781, registered in Book F, 3, pages 260, 261 and 262, this 13th day of March, A.D. 1876.

A. D. YERXA,
Registrar.

No. 207.

We, the undersigned Chief and Principal Men of the Band of Indians owning the tract of land known as Reserve No. 3, and described in the treaty effected on the 9th day of September, in the year of Our Lord one thousand eight hundred and fifty, with the Chiefs and Principal Men of the Ojibway Tribe of Indians, inhabiting and claiming the eastern and northern shores of Lake Huron, by the Honourable William Benjamin Robinson, on behalf of Her Majesty the Queen of Great Britain and Ireland, as "commencing at Point Grondine, then westward, two miles in front by six miles inland, so as to include the small lake Népínassing," in the District of Algoma, in the Province of Ontario, and Dominion of Canada, and laid down on a plan by John Stoughton Dennis, Provincial Land Surveyor, dated 12th May, 1852, on file in the head office of Indian Affairs at Ottawa; being a majority of the male members of the said band of the full age of twenty-one years habitually residing on or near the reserve in question, duly assembled at a council of the said Band called for the purpose, and according to the rules of the said Band, and held in presence of an officer duly authorized by the Honourable the Superintendent-General of Indian Affairs to attend such council, do hereby consent and agree to surrender, and by this Instrument do surrender to Her Gracious Majesty aforesaid, Her heirs and successors, in trust, to be sold for the joint benefit of our Band aforesaid, on such terms and conditions as to Her said Majesty's Government of Canada shall seem proper, the whole of the merchantable timber on our said reserve, the entire proceeds of the sale of the said timber to be invested for our sole joint benefit and for the benefit of our descendants for all time to come in such manner as to the said Government of Canada shall seem to be most conducive to the interests of our said Band.

And we, the said Chief and Principal Men of the said Band, do hereby, on behalf of our people and for ourselves, ratify whatever the said Government of this Dominion may do, or cause to be lawfully done, in connection with the sale and disposal of the said timber.

IN WITNESS WHEREOF, we, the undersigned Chief and Principal Men of the Band aforesaid and as representing the entire said Band, have hereunto set our hands and affixed our seals at Grumbling Point, in the said District of Algoma, this thirty-first day of May, in the year of Our Lord one thousand eight hundred and eighty-three.

Signed, sealed and delivered)
in presence of {
JAMES C. PHIPPS,
Visiting Supt.
P. R. DELAMORANDIÈRE,
Interpreter.

his
ONEWEIGONCE x [L.S.]
mark.

his
J. BAPTE. AHMUTCHEWAIKEZHUK x [L.S.]
mark.

his
SHEBAUGHESICK x [L.S.]
mark.

his
KAIIKAICOUCÉ x [L.S.]
mark.

his
AMAB SHEBAUGHESICK x [L.S.]
mark.

	his	
GALEGAIGUESE	x	[L.S.]
	mark.	
	his	
SAHQUAKEZHUK	x	[L.S.]
	mark.	

DISTRICT OF ALGOMA. }
To Wit: }

I, James C. Phipps, of Manitowaningue, in the said District, Visiting Superintendent, duly authorized by the Superintendent-General of Indian Affairs to attend the council of the Band of Indians referred to in the annexed surrender of the timber on the Point Grondine Indian Reserve, and Oneweigonce, Chief of the said Band of Indians, do, and each for himself doth, hereby certify under oath that the annexed surrender was duly assented to by a majority of the male members of the said Band of the full age of twenty-one years, who habitually reside at or near the said reserve, at a meeting or council of the said Band summoned according to their rules for that purpose, and held at Point Grondine, in the District, on the thirty-first day of May, in the year of Our Lord one thousand eight hundred and eighty-three, and at the same time duly executed by us and the Principal Men of the said Band.

Certified and sworn to before me at Kil-
larney, in the District of Algoma, }
this twelfth day of August, A.D. 1883, }
and the same being first read over and }
explained.

JAMES C. PHIPPS.

ONEWEIGONCE, ^{his} x
mark.

WALTER MCCREA,
Judge, D.A.

No. 208.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs of the Mohawk Band of Indians of the Bay of Quinté, resident on our reserve in the Township of Tyendinaga, in the County of Hastings, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled :

Do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Village of Deseronto, in the County of Hastings and Province of Ontario, containing by admeasurement thirty-five acres and three roods, be the same more or less, and being composed of all that part of township lot number thirty-eight (38) in the third concession (or Concession A) of the Mohawk Indian Reserve, in the Township of Tyendinaga, south of the "Slash Road," not heretofore granted to the late John Culbertson, and being shown on the registered plan of the Village of Deseronto as Blocks "K" and "M."

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever.

In trust to sell and convey the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever.

And we, the said Chiefs, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government of the said Dominion may do or cause to be lawfully done in connection with the sale and disposal of said thirty-five acres and three roods of land.

Provided, that the Government of the Dominion of Canada shall have the tract of land hereby surrendered surveyed into village lots of one-fifth of an acre, each, or such other sizes as may be most suitable, and sold at public auction in the month of October next; that prior to the sale thereof the Indian council shall be consulted as to an upset price to be fixed upon the said lots; and that no lots shall be sold for less than the upset price; that purchasers of lots shall pay at least one-fourth of the purchase money at the time of sale, and the balance in three equal annual instalments, bearing interest on the unpaid balances of six per cent per annum; and that the interest moneys, when paid by the purchasers on the said instalments, shall be placed to the credit of the annuity account of the Band and distributed semi-annually to us and to our people.

It is further provided that the Government of the said Dominion shall pay to Mrs. Elizabeth Powles, widow of the late Seth Powles (Indian owner of the said land hereby surrendered), from the first proceeds of the sale of the village lots, the sum of five thousand dollars (\$5,000), in full of all her claims to the said land and improvements made thereon.

And we, the said Chiefs, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government of the said Dominion may do or cause to be lawfully done in connection with the sale of and disposal of the said thirty-five acres and three roods of land.

IN WITNESS WHEREOF, we, the said Chiefs, have set our hands and affixed our seals to this instrument in duplicate this eighth day of May, in the year of Our Lord one thousand eight hundred and eighty-three.

Signed, sealed and delivered	Chief SAMPSON GREEN,	[L.S.]
in presence of us, hav-	Chief ARCHIBALD CULBERTSON,	[L.S.]
ing been first read and in-	WILLIAM GREEN,	[L.S.]
terpreted before signing: }	CONELIUS MARACLE,	[L.S.]
	JOHN JOHNSTON.	[L.S.]

MATTHEW HILL, *Indian Agent.*

SAMPSON GREEN, *Interpreter.*

WILLIAM PLUMMER, *Commissioner.*

DOMINION OF CANADA, }

PROVINCE OF ONTARIO, }

COUNTY OF }

To Wit: }

Personally appeared before me, William Plummer, of the City of Ottawa, in the said Province of Ontario, Commissioner of Indian Lands, and Chiefs Sampson Green and Archibald Culbertson, residents on the Indian reserve of the "Mohawk Indians" of the Bay of Quinté, in the Township of Tyendinaga, in the County of Hastings and Province aforesaid, Chiefs of the said Band of Indians.

And the said William Plummer for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Mohawk Band of Indians of the Bay of Quinté, of the full age of twenty-one years of age then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such meeting or council by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the said Band or interested in the land mentioned in the said release or surrender.

And the said Chiefs Sampson Green, Archibald Culbertson for themselves say :

That the annexed release or surrender was assented to by them and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to their rules, and held in the presence of the said William Plummer.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Mohawk Indians of the Bay of Quinté, or interested in the land mentioned in the said release or surrender.

That they are Chiefs of the said Band of Mohawk Indians, and entitled to vote at said meeting or council.

Sworn before me by the deponents }
Archibald Culbertson, William }
Plummer and Sampson Green, {
this ninth day of May, A.D. 1883. }

WM. PLUMMER,
SAMPSON GREEN,
ARCHIBALD CULBERTSON.

E. B. FRALICK,
Jr. J. C. H.

Recorded 4th September, 1883. }
Lib. 95, Folio 213. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 209.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chiefs and Principal Men of the Chippewas and Pottawatomies of Walpole Island resident upon the Indian reserve on said Island, entitled to vote at a meeting or general council summoned for the purpose according to our rules, and held in the presence of Mr. Alexander McKelvey, our agent duly authorized to attend such council, have this day consented and agreed to surrender and yield up unto Her Most Gracious Majesty the Queen, Her heirs and successors, in trust, to be leased for our joint benefit for the term of five years to George Tennant, for mill and dock purposes, the following parcel or tract of land: Commencing at the north-west corner of James Elgin's farm at the water's edge of the St. Clair River, running south-east along James Elgin's line fence three hundred feet; thence at right angles north-east four hundred feet; thence at right angles north-west four hundred and fifty feet to the water's edge of the said St. Clair River, thence along the said river bank in a southerly direction four hundred and twenty feet to the place of beginning; the road across the said lot to be kept open and free from all obstructions.

IN WITNESS WHEREOF, we, the undersigned Chiefs and Principal Men, have hereunto set our hands and seals this twenty-sixth day of December, in the year of Our Lord one thousand eight hundred and eighty-three, and in the forty-seventh year of Her Majesty's reign.

Signed, sealed and delivered, }
having been previously }
read and interpreted in {
presence of }

JAMES ELGIN,

Secy.

ALEX. MCKELVEY,

Agent.

JAMES POTTQUAHONG, <i>Chief.</i>	x	[L.S.]
ASH-KEE-BEE, <i>Second Chief.</i>		[L.S.]
JAMES SAHSEE,	x	[L.S.]
HENRY KNAGGS,		[L.S.]
JOHN MOKE-WENAH,		[L.S.]
J. S. KIYOSHK,		[L.S.]
I. G. BIRD,		[L.S.]
H. P. JOHNSON,		[L.S.]
JOSEPH KAHWESOD,	x	[L.S.]
GEORGE KNAGGS,		[L.S.]
JOSEPH MOSES,	x	[L.S.]
OLD SHOWHNOONCE,	x	[L.S.]
JOHN CHAROME,	x	[L.S.]
JOHN PETERS.		[L.S.]

PROVINCE OF ONTARIO. }
To Wit :

We, Alexander McKelvey, Agent for the Walpole Island Indians, and James Potquahong, one of the Chiefs of the said Indians, make oath and say, as follows :—

The deponent, Alexander McKelvey, for himself saith : That he was duly authorized to attend a meeting or general council of the Chippewas and Pottawatemies of Walpole Island, summoned in accordance with their rules, for the purpose of obtaining the assent of the majority of the male members of the said Indians of Walpole Island of the full age of twenty-one years to the within surrender.

That such surrender was assented to by a majority of the male members of the said Band of Indians entitled to vote at such meeting or council.

And the deponent, James Potquahong, says : That he is one of the Chiefs of the Walpole Island Indians, and that he was present and voted at the aforesaid meeting or general council, and that the said surrender was assented to by a majority of said Indians entitled to vote at such meeting or general council.

Sworn before me at the Town of Chatham, in the County of Kent, this 28th day of December, A.D. 1883, having been first read over and fully explained to the said James Potquahong, who appeared to fully understand the same.

ALEX. MCKELVEY,
his
JAS. x POTQUAHONG.
mark.

A. BELL,

Judge of the County Court, County of Kent.

Recorded 9th April, 1884. }

Lib. 106, Folio 161. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 210.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chiefs and Principal Men of the Band of Indians known as the Chippewas of the Thames, owning and occupying the Carradoc Indian Reserve, in the County of Middlesex, in the Province of Ontario, and Dominion of Canada, have hereunto set our hands and seals for and on behalf of the voting members of the said Band, this day assembled in council summoned for that purpose, whereat a majority of the said voting members agreed to surrender and yield up, and by these presents do surrender and yield up, unto Our Sovereign Lady, the Queen, Her heirs and successors, all the right, claim and title which the Band aforesaid possesses of, in and to those certain parcels or tracts of land and premises lying and being in our reserve aforesaid, and more particularly known and described as follows, viz. : The east half of the west half of the south half of lot number two, in the second range, containing twenty-five acres. That part of the south half of lot number twelve, in the second range, which lies between side road number twelve and the forced road running south through a part of the said reserve, said forced road commonly known as the Bateman Road, containing about thirty acres. The east part of the south half of lot number ten, in the second range, containing fifty acres. The east half of the north half of lot number two, in the third range, containing fifty acres. The north half of lot number three, in the third range, containing one hundred acres. The north thirty-three acres of the south half of lot number one, in the fifth range. That part of the east half of the south half of lot number two, in fifth range, which lies west and north of the old Mill Creek, and that part of the south half of lot number three, in the fifth range, lying north of the old Mill Creek, containing about twenty-five acres. That block of land known as the Church of England or Muncey school lands, and being parts of the south halves of lots number two and three in the fifth range,

In trust, with the object of the lands in question being leased for the benefit of the Indians to whom the respective portions of the said lands have been or may be hereafter allotted, to such person or persons and upon such terms and conditions as the Government of the said Dominion may deem most conducive to the interests of us and our people.

In presence of } Chief JOSEPH FISHER, [L.S.]

Chief JOSEPH FISHER,	[L.S.]
JOHN FREND,	[L.S.]
A. WAUCAUSH,	[L.S.]
GEORGE FISHER, Sr.,	[L.S.]
JACOB FISHER,	[L.S.]
MOSES WALKER,	[L.S.]
his	
WILLIAM x ALBERT,	[L.S.]
mark.	
his	
WILLIAM x PURDS,	[L.S.]
mark.	
his	
THOMAS x FISHER,	[L.S.]
mark.	
his	
JOHN x WAUCAUSH,	[L.S.]
mark.	
his	
JAMES x ALWNEY,	[L.S.]
mark.	
his	
EPHRAIM x TURN,	[L.S.]
mark.	
his	
THOMAS x CROW,	[L.S.]
mark.	
his	
PETER x BEAVER,	[L.S.]
mark.	
his	
JOHN x WHITEDOM,	[L.S.]
mark.	
his	
WILLIAM x KING,	[L.S.]
mark.	
his	
WESLEY x WAUCAUSH,	[L.S.]
mark.	
his	
ISAAC x SENECA,	[L.S.]
mark.	
JOHN HENRY,	[L.S.]
JOSEPH W. HENRY.	[L.S.]

PROVINCE OF ONTARIO. }
To Wit :

Personally appeared before me Thomas Gordon, Esq., of the Town of Strathroy, in the County of Middlesex, Indian Agent, and Abel Waucaush, Secretary of the Band of Indians known as the Chippewas of the Thames, who being duly sworn, severally depose and say :—

The said Thomas Gordon for himself saith :

The annexed surrender was assented to by the Head Chief and Principal Men of the Chippewas of the Thames, and by a majority of the said Band of Indians entitled to vote at a meeting or council thereof summoned for that purpose.

That the meeting of council was held in his presence, and he heard such assent given.

That he was duly authorized to lay the matter of the surrender of certain lands before the Chiefs in council by the Superintendent-General of Indian Affairs.

And the said Abel Waucaush for himself saith :

That he is secretary of the Band of Indians known as the Chippewas of the Thames, residing on the Caradoc Indian Reserve in the County of Middlesex, and was entitled to vote at the meeting or council aforesaid.

That the annexed release or surrender was assented to by him and by a majority of the members of the Tribe or Band of Indians, entitled to vote at the council or meeting before mentioned.

That the said assent was given at the meeting or council of the said Tribe or Band of Indians summoned for that purpose, at which himself and the other said members of the said Tribe or Band of Indians were present, and also the said other deponent, Thomas Gordon.

Sworn before me by the said Thomas }
Gordon and Abel Waucaush this }
fifth day of November, A.D. 1883. }

THOMAS GORDON,
Indian Agent.
ABEL WAUCAUSH.

WM. ELLIOTT,

Judge of the County Court, County of Middlesex.

Recorded 21st June, 1884. }

Lib. 95, Folio 484. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 211.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chief and Principal Men of the Rice Lake Band of Indians resident upon the Indian reserve at Rice Lake entitled to vote at a meeting or council thereof summoned for that purpose according to our rules, and held in the presence of Mr. Edwin Harris, our Agent, duly authorized to attend such council, have this day consented and agreed to surrender and yield up unto Her Most Gracious Majesty the Queen, Her heirs and successors, in trust, to be leased for the benefit of Miss Bessie McCue, an Indian of our said Band, the following parcel or tract of land and premises, being all and singular that certain lot known as lot No. 4, east side of the concession road, in the Village of Hiawatha, Rice Lake, Township of Otonabee, and more particularly described as follows, that is to say: Commencing at the north-west corner of lot number three in the village aforesaid; thence north $16^{\circ} 40'$ west along the east side of the concession road a distance of one chain and eighty-seven links; thence at right angles to said road easterly a distance of five chains and eighty links to the western boundary of the railway; thence southerly along the westerly boundary of the railway to the northern boundary of lot number three; thence following the northern boundary of lot number three, a distance of four chains and ninety links to the place of beginning, containing one acre, as shown on a sketch plan made by Thomas J. Daintry, P.L.S., dated September 13th, 1855.

IN WITNESS WHEREOF, we, the undersigned Chief and Principal Men have hereunto set our hands and seals this twenty-fourth day of December, in the year of Our Lord one thousand eight hundred and eighty-three, and in the forty-seventh year of Her Majesty's reign.

Signed, sealed and delivered, having
been previously read and interpreted
in presence of

EDWIN HARRIS.

M. G. PAUDUSH,	[L.S.]
ROBERT SOPER,	[L.S.]
ROBERT B. CROWE,	[L.S.]
WILLIAM ANDERSON,	[L.S.]
L. B. CRAWFORD,	[L.S.]
ROBT. PAUDUSH,	[L.S.]
JEREMIAH CROWE,	[L.S.]
JOSEPH LUKES,	[L.S.]
JOHN CROWE,	[L.S.]
JAMES HOWARD,	[L.S.]
EDWARD CROWE,	[L.S.]
MADDEN HOWARD,	[L.S.]
PAUL ELM,	[L.S.]
E. ANDERSON,	[L.S.]
ANDREW ANDERSON,	[L.S.]

PROVINCE OF ONTARIO. }

To Wit: }

We, Edwin Harris, Agent for the Rice Lake Band of Indians, and Missang George Paudush, Chief of the said Band, make oath and say as follows:—

The deponent, Edwin Harris, for himself saith that he was duly authorized to attend a meeting or council of the Rice Lake Band of Indians summoned in accordance with their rules, for the purpose of obtaining the assent of the majority of the male members of the Band of the full age of twenty-one years to the within surrender.

That such surrender was assented to by a majority of the male members of the said Band entitled to vote at such meeting or council.

And the deponent, Missang George Paudush, says that he is one of the Chiefs of the Rice Lake Band of Indians, and that he was present and voted at the aforesaid meeting or council, and that the said surrender was assented to by a majority of the male members of the Band entitled to vote at such meeting or council.

Sworn before me at Port Hope in the
County of Durham, this twenty-
ninth day of December, A.D. 1883.]

EDWIN HARRIS,
M. G. PAUDUSH.

T. M. BENSON,

Junior Judge of the County Court of the United Counties of Northumberland and Durham.

Recorded 17th April, 1884. }

Lib. 95, Folio 438. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 212.

THIS INDENTURE made (in duplicate) this first day of May, in the year of Our Lord one thousand eight hundred and eighty-four, between John Cameron, of the County of Minnedosa, in the Province of Manitoba, farmer, of the first part, and Her Majesty the Queen, of the second part.

Whereas, by virtue of a certain homestead entry made the 15th day of April, A.D. 1878, and the performance of the duties of settlement in accordance with the

terms and provisions of the Acts of the Parliament of Canada relating thereto, the party hereto of the first part, is now and has for some time been entitled to a patent from the Crown for the land hereinafter described.

And whereas the party of the first part for divers good causes and considerations hath agreed to grant, release, relinquish, abandon and surrender all his claims to the said lands, both at law and in equity, together with all the buildings, erections, improvements and appurtenances thereon and thereunto appertaining and belonging unto Her Majesty the Queen.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises the party of the first part doth grant, release, relinquish, abandon and surrender unto Her Majesty the Queen, Her successors and assigns forever.

All and singular the south-east quarter of section thirty-five, in township sixteen, range nineteen, west of the First Principal Meridian in the Province of Manitoba, in the Dominion of Canada, together with all improvements and appurtenances thereon and thereunto appertaining.

To have and to hold the said lands hereby granted, released, relinquished, abandoned and surrendered unto and to the use of Her Majesty the Queen, Her successors and assigns forever.

IN WITNESS WHEREOF, the party hereto hath hereunto set his hand and seal.

Witness: } JOHN CAMERON. [L.S.]
W. FRANKLIN MORPHY. }

PROVINCE OF MANITOBA. }
COUNTY OF MINNEDOSA. }
To Wit: }

I, William Franklin Morphy, of the Town of Minnedosa, in the County of Minnedosa, in the Province of Manitoba, Esquire, make oath and say :

1. That I was personally present and did see the within instrument, and duplicate duly signed, sealed and executed by John Cameron, the party thereto.
2. That the said instrument and duplicate were executed at the said Town of Minnedosa.
3. That I know the said party.
4. That I am a subscribing witness thereto.

Sworn before me at Minnedosa, }
in the County of Minnedosa, }
in Province of Manitoba, this } W. FRANKLIN MORPHY.
first day of May, A.D. 1884. }

ALEX. STEWART,

A Commissioner for taking Affidavits in B. R., &c.

I certify that the within instrument is duly entered and registered in the registry office in and for the County of Minnedosa, in Book 16, at 10.1 o'clock a.m. on the 9th day of May, A.D. 1884, No. 4570.

JOS.T.DUMOUCHEL,
Dy. Registrar.

Recorded 31st July, 1884. }
Liber 107, Folio 74. }
G. POWELL,

U. S. S. for Secretary of State and Registrar-General of Canada.

No. 213.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewa Indians of Nawash, resident on our reserve at Cape Croker, in the County of Bruce, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do

hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the County of Grey and Province of Ontario, containing by admeasurement fourteen hundred acres, be the same more or less, and being composed of that certain island known as "White Cloud" Island, situate at the entrance of Colpoy's Bay, in the County and Province aforesaid.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, in equal proportions with the Chippewas of Saugeen.

And we, the said Chief and Principal Men of the said the Chippewas of Nawash, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of said White Cloud Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fourteenth day of January, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered
in the presence of, after
having been read over, in-
terpreted and explained: }

FREDEK. LAMORANDIÈRE,
Secy.

WILLIAM MCGREGOR,
Chief.

WILLIAM ANGUS,
Chief.

PETER SKEDONE,	[L.S.]
WM. JOHNSON,	[L.S.]
LEWIS NADGEWON,	[L.S.]
CHARLES JONES KEGEDONCE,	[L.S.]
JOSEPH J. KEGEDONCE,	[L.S.]
PAUL JOHNSON,	[L.S.]
SOLOMON J. KEGEDONCE,	[L.S.]
ELIJAH JONES,	[L.S.]
JAMES TOMAN,	[L.S.]
JAMES SOLOMON,	[L.S.]
JOHN AKWENZEE,	[L.S.]
ABNER ELLIOTT,	[L.S.]
WILLIAM WOHKAS,	[L.S.]
ABRAM SKY,	[L.S.]
FRANK NADGWON,	[L.S.]
PETER ELLIOTT,	[L.S.]
CHARLES MEGRISS,	[L.S.]
LOUIS SOLOMON,	[L.S.]

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF GREY. }
To Wit: }

Personally appeared before me John Creighton, of the Village of Saugeen, in the Province of Ontario, Indian Agent, and Henry H. Madwayosh, Chief of the said Band of Indians.

And the said John Creighton for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Saugeen Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Henry H. Madwayosh says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said John Creighton.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents John
Creighton and Henry H. Madwayosh,
at the Town of Owen Sound, in the
County of Grey, this 24th day of
Feby., A.D. 1885.

JOHN CREIGHTON,
HENRY H. MADWAYOSH.

HENRY MACPHERSON,
J. C. C. C. GREY.

Recorded 4th April, 1885. }
Lib. 95, Fol. 571. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 214.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewa Indians of Saugeen, resident on our reserve at Saugeen, in the County of Bruce, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the County of Grey and Province of Ontario, containing by admeasurement fourteen hundred acres, be the same more or less, and being composed of that certain island known as "White Cloud" Island, situate at the entrance of Colpoys Bay, in the County and Province aforesaid.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, in equal proportions with the Chippewas of Nawash.

And we, the said Chief and Principal Men of the said the Chippewas of Saugeen do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of said White Cloud Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this seventeenth day of January, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered in the presence of, after having been first read over, interpreted and explained:
 JOHN CREIGHTON, *Agent*.
 WM. B. WALKER, *Interpreter*.

Chief HENRY H. MADWAYOSH,	[L.S.]
his	
Chief JOHN x KADAGEGWUN,	[L.S.]
mark.	
DAVID ROOT,	[L.S.]
JOHN GEORGE,	[L.S.]
his	
JOHN x KAWAQUM,	[L.S.]
mark.	
his	
SIMSON x QUAGEGEZHIG,	[L.S.]
mark.	
his	
JOHN x JAMES,	[L.S.]
mark.	
his	
RALPH x JOHNSON,	[L.S.]
mark.	
his	
THOMAS x NAGUM,	[L.S.]
mark.	
SOLOMON E. JAMES,	[L.S.]
CEPHAS KAHBEEJE,	[L.S.]
HYRAM AHYAUBA,	[L.S.]
his	
JNO. x A. KEWANZEE,	[L.S.]
mark.	
his	
JOSHUA x MADWISHIMIND,	[L.S.]
mark.	
his	
ANSON x PERITO,	[L.S.]
mark.	
his	
ALEX. x MANDOWOB,	[L.S.]
mark.	
THOMAS MANDEWOB,	[L.S.]
his	
THOMAS x KAHGUA,	[L.S.]
mark.	
JOHN K. AHYAUBA,	[L.S.]
his	
JOSHUA x AHYAUBA,	[L.S.]
mark.	
his	
ALEXANDER x MANDEWAN,	[L.S.]
mark.	
his	
PETER x PETANAGUOD,	[L.S.]
mark.	

DOMINION OF CANADA, }
 PROVINCE OF ONTARIO, }
 COUNTY OF GREY. }
 To Wit: }

Personally appeared before me, Frederick Lamorandière, of the Village of Cape Croker, in the Province of Ontario, and Wm. B. McGregor, Chief of the said Band of Indians.

And the said Frederick Lamorandière for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Cape Croker Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Wm. B. McGregor says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Frederick Lamorandière.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the said depositions at the Town of Owen Sound, in the County of Grey, this twenty-fourth day of Feb., A.D. 1885.

HENRY MACPHERSON,

J. C. C., C. Grey.

FRED. LAMORANDIERE,
WM. B. MCGREGOR.

Recorded 8th April, 1885. }

Lib. 95, Folio 572. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 215.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Warriors of the Wyandott Indians of the Township of Anderdon, in the County of Essex and Province of Ontario, being a majority of the male members of the said Wyandott Indians, of the full age of twenty-one years, in council summoned and assembled, for that purpose among other things, according to their rules, and held in the presence of Ebenezer Watson, Esquire, Commissioner and Visiting Superintendent of Indian Affairs, duly authorized to attend such council, for and in consideration of the trusts and for the purpose hereinafter mentioned, and of the sum of one dollar of lawful money of Canada (the receipt whereof is hereby acknowledged), in our names and in the name of the whole, and on the behalf of our said Nation or Band, have given, assigned, released and surrendered, and by these presents do give, assign, release and surrender unto Her Majesty, Her successors and assigns, all and singular that certain parcel or tract of land or land covered with water, situate, lying and being in the Township of Anderdon, in the County of Essex and Province of Ontario, being composed of the water front or lot immediately in front of the southerly two-thirds part of lot number thirteen, in the first concession of the said Township of Anderdon, which may be described as follows, that is to say : Commencing at the edge of the Detroit River, on the line between said lot number thirteen and lot number twelve ; thence westerly on the said line produced twelve chains, more or less, to

the channel bank of the said River Detroit ; thence northerly, following the said channel bank, six chains and sixty-seven links, more or less, to the line between the said southerly two-thirds and the northerly third of the said lot produced ; thence easterly along the last mentioned limit to the edge of the said river twelve chains, more or less ; thence southerly along the edge of the said river, six chains, sixty-seven links, more or less, to the place of beginning, containing by admeasurement eight acres, be the same more or less.

To have and to hold the said land unto Her Majesty, Her successors and assigns forever, in trust and for the purpose following, that is to say : in trust, to grant, convey and assure the same in fee simple unto Solomon White, of the Town of Windsor, in the said County of Essex, a Barrister-at-Law, and a member of the said Wyandott Indians.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this seventh day of May, in the year of Our Lord one thousand eight hundred and seventy-nine at our council house in the said Township of Anderdon.

Signed, sealed and delivered in }
the presence of:

JOSEPH WHITE,
EBENEZER WATSON.

his
JOSEPH x WHITE, *Chief.* [L.S.]
mark.

JOSEPH WARROW, [L.S.]

ALEXANDER CLARKE, [L.S.]

ALEXANDER WHITE, [L.S.]

GEO. G. CLARK, [L.S.]

THOS. B. WHITE, [L.S.]

JOSEPH J. CLARK, [L.S.]

his
WM. HUNT, x [L.S.]
mark.

RANDOLPHE CLARKE, [L.S.]

LEWIS WARROW, [L.S.]

JOSEPH WHITE, JR., [L.S.]

THOMAS WARROW, [L.S.]

P. D. CLARKE. [L.S.]

ONTARIO, }
COUNTY OF ESSEX. }
To Wit:

I, Joseph White, of the Town of Windsor, in the County of Essex, Wine Merchant, make oath and say :

1. That I am a member of the Wyandott Indians of the Township of Anderdon, and one of the Principal Men present at the meeting or council of the said Wyandott Indians, whereat the foregoing release or surrender was assented to, and as such entitled to vote thereat.

2. That the foregoing release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof summoned for that purpose (among others), according to their rules, and held in the presence of Ebenezer Watson, Esq., visiting Superintendent of Indian Affairs, at their council house in the Township of Anderdon, as attested by the signatures of the Chief and twelve others of such male members as will appear on reference thereto.

Sworn before me at the Town of }
Windsor, in the County of Essex, }
this 4th day of May, 1880. }

JOSEPH WHITE.

G. W. LEGGATT,

Judge of the County Court of the County of Essex.

ONTARIO,
COUNTY OF ESSEX.
To Wit:

I, Ebenezer Watson, of the Town of Sarnia, in the County of Lambton, Esq., make oath and say :

1. That I am a Visiting Superintendent of Indian Affairs, authorized by the Superintendent General of Indian Affairs of the Dominion of Canada, to attend the meetings or councils of the Wyandott Indians of Anderdon, summoned according to their rules, for the purposes (among others) of making the annexed release or surrender.

2. That the annexed release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon of the full age of twenty-one years, at a meeting or council thereof, summoned for that purpose (among others) according to their rules, and held in my presence, at their council house, in the Township of Anderdon, and attested by the signatures of thirteen of such male members appended to the said release or surrender.

Sworn before me, at the Town of }
Sandwich, in the County of Es- }
sex and Province of Ontario, }
this 29th day of April, 1880. }

EBENEZER WATSON.

G. W. LEGGATT,

Judge of the County Court, County of Essex.

Recorded 3rd August, 1880, }
Lib. 60, Folio 433. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 216.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Warriors of the Wyandott Indians, of the Township of Anderdon, in the County of Essex and Province of Ontario, being a majority of the male members of the said Wyandott Indians of the full age of twenty-one years, in council summoned and assembled for that purpose, among other things, according to their rules, and held in the presence of Ebenezer Watson, Esquire, Commissioner and Visiting Superintendent of Indian Affairs, duly authorized to attend such council for and in consideration of the trusts and for the purposes hereinafter mentioned, and of the sum of one dollar of lawful money of Canada (the receipt whereof is hereby acknowledged), in our names, and in the name of the whole, and on the behalf of our said Nation or Band, have given, assigned, released and surrendered, and by these presents do give, assign, release and surrender unto Her Majesty, Her successors and assigns, all and singular those certain parcels or tracts of land situate, lying and being in the Township of Anderdon, in the County of Essex and Province of Ontario, being composed of :

Firstly—The south-east quarter of lot number six, in the third concession of the said Township of Anderdon, containing fifty acres, be the same more or less.

Secondly—The south-west quarter of lot number nine, in the fourth concession of the said Township of Anderdon, containing fifty acres, be the same more or less.

Thirdly—The south-east quarter of lot number nine, in the fourth concession of the said Township of Anderdon, containing fifty acres, be the same more or less.

Fourthly—The north-west quarter of lot number eight, in the second concession of the said Township of Anderdon, containing fifty acres, be the same more or less.

Fifthly—The south-west quarter of lot number six, in the third concession of the said Township of Anderdon, containing fifty acres, be the same more or less.

To have and to hold the said parcels of land unto Her Majesty, Her successors and assigns forever, in trust, and for the purposes following, that is to say: In trust, to grant, convey and assure the same respectively in fee simple as follows, that is to say :—

The parcel of land firstly above mentioned unto Victoria Maguire (wife of Henry Maguire, of the said Township of Anderdon, farmer) who was formerly a member of the said Wyandott Indians.

The parcel of land secondly above mentioned unto Almira Clark, a member of the said Wyandott Indians.

The parcel of land thirdly above mentioned unto Christine Ramon, who was formerly a member of the said Wyandott Indians, and now the wife of Pierre Ramon, of the Town of Windsor, in the said County of Essex, Inland Revenue Officer.

The parcel of land fourthly above mentioned unto Catherine Bernard, who was formerly a member of the said Wyandott Indians, and now the wife of John Bernard, of the said Township of Anderdon, farmer.

And the parcel of land fifthly above mentioned unto Charlotte Marsh, who was formerly a member of the said Wyandott Indians, and now the wife of Byron M. Marsh, of the said Township of Anderdon, farmer.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this seventh day of May, in the year of Our Lord one thousand eight hundred and seventy-nine, at our council house, in the Township of Anderdon aforesaid.

Signed, sealed and delivered)
in the presence of: }
JOSEPH WHITE,
EBENEZER WATSON.

his	
JOSEPH x WHITE,	[L.S.]
mark.	
JOSEPH WARROW,	[L.S.]
S. WHITE,	[L.S.]
THOS. B. WHITE,	[L.S.]
GEO. G. CLARKE,	[L.S.]
ALEXANDER CLARKE,	[L.S.]
ALEX. WHITE,	[L.S.]
THOMAS. WARROW,	[L.S.]
JOSEPH WHITE,	[L.S.]
LEWIS WARROW,	[L.S.]
RANDOLPH CLARKE,	[L.S.]
his	
WM. HUNT, x	[L.S.]
mark.	
JOSEPH J. CLARK,	[L.S.]
P. D. CLARKE.	[L.S.]

ONTARIO,
COUNTY OF ESSEX. }
To Wit:

I. Ebenezer Watson, of the Town of Sarnia, in the County of Lambton, Esquire, make oath and say :

1. That I am a Visiting Superintendent of Indian Affairs, authorized by the Superintendent-General of Indian Affairs of the Dominion of Canada to attend the meetings or councils of the Wyandott Indians of Anderdon, summoned according to their rules, for the purposes, among others, of making the annexed release or surrender.

2. That the annexed release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof summoned for that purpose among others), according to their rules, and held in my presence at their council house, in the

Township of Anderdon, and attested by the signatures of the Chief and thirteen of such male members as appears on reference to the said release or surrender.

Sworn before me, at the Town of
Sandwich, in the County of Essex,
this 29th day of April, 1880.

EBENEZER WATSON.

G. W. LEGGATT,

Judge of the County Court of the County of Essex.

ONTARIO,
COUNTY OF ESSEX.
To Wit:

I, Joseph White, of the Town of Windsor, in the County of Essex, wine merchant make oath and say :

1. That I am a member of the Wyandott Indians of the Township of Anderdon, and one of the Principal Men present at the meeting or council of the said Wyandott Indians, whereat the within release or surrender was assented to, and as such entitled to vote thereat.

2. That the within release or surrender was assented to by a majority of the male members of the Wyandott Indians of Anderdon, of the full age of twenty-one years, at a meeting or council thereof summoned for that purpose (among others) according to their rules, and held in the presence of Ebenezer Watson, Esquire, Visiting Superintendent of Indian Affairs at their council house in the Township of Anderdon, as attested by the signatures of the Chief and thirteen others of such male members as will appear on reference thereto.

Sworn before me at the Town of Wind-
sor, in the County of Essex, this 30th
day of April, 1880.

JOSEPH WHITE.

G. W. LEGGATT,

Judge of the County Court of the County of Essex.

Recorded 29th July, 1880.

Lib. 60, Fol. 430.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 217.

THIS INDENTURE, made the twenty-ninth day of April, in the year of Our Lord one thousand eight hundred and eighty-five, between David James Cochrane, of the District of Alberta, in the North-West Territory, Farmer, of the first part; and Her Majesty the Queen, of the second part :

Witnesseth, that the said party of the first part, for and in consideration of the sum of three thousand five hundred dollars of lawful money of Canada to him in hand paid, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged) hath granted, releasd, relinquished, abandoned and surrendered, and by these Presents doth grant, release, relinquish, abandon and surrender unto Her said Majesty the Queen, Her successors and assigns forever, all his estate, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of, in, to, or out of, all and singular that certain parcel or tract of land and premises situate, lying and being on the Blood Indian Reserve aforesaid, and being composed of sixty-two acres, more or less, of land under cultivation, the same being fenced.

Together with all the improvements, buildings, erections and fences thereon and thereunto appertaining and belonging.

To have and to hold the aforesaid land and premises with all and singular the aforesaid appurtenances thereto belonging or appertaining unto and to the use of Her Majesty the Queen, Her successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part hath hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered)
in the presence of }
FRED. PACE.

D. J. COCHRANE. [L.S.]

DOMINION OF CANADA, }
DISTRICT OF ALBERTA. }
To Wit:

I, Frederic Pace, of the North-West Territories, in the District of Alberta, make oath and say :

1. That I was personally present, and did see the within named D. J. Cochrane duly sign and seal, and as his act and deed deliver the annexed Deed of Surrender on the day of the date thereof.

2. That I, this Deponent, am a subscribing witness thereto.

3. That the said instrument was executed at Stand Off, in the District of Alberta, N.W.T.

4. That I know the said D. J. Cochrane.

Sworn before me at Stand Off, in the }
District of Alberta, this 29th day of }
April, A.D. 1885.

FRED. PACE.

WM. POCKLINGTON,
J. P. in and for the N. W. T.

Recorded 27th May, 1885. }
Lib. 95, Fol. 581. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 218.

THIS INDENTURE, made in duplicate, the sixth day of May, in the year of Our Lord one thousand eight hundred and eighty-five, between Angus Macdonald, of Edmonton, in the District of Alberta, of the first part, and the Right Honourable Sir John A. Macdonald, Superintendent-General of Indian Affairs, of Ottawa, represented by William Anderson, Indian Agent, Edmonton, of the second part.

Witnesseth that the said party of the first part, for and in consideration of two hundred dollars of lawful money of Canada to him in hand paid by the said party of the second part, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), has granted, released and quitted claim, and by these presents do grant, release and quit claim unto the said party of the second part, his heirs and assigns forever, all the estate, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the said party of the first part, of, in, to or out of all and singular that certain parcel or tract of land and premises situate, lying and being within the Reserve of the Two Hills Band of Cree Treaty Indians, commonly known as Passpasstayo's reserve, as defined by survey of George A. Simpson, D.L.S., in 1880, and further survey of — Nelson, D.L.S., in 1884, and situated two (2) miles, more or less, south of the North Saskatchewan River at Edmonton, with improvements thereon of ten (10) acres of ploughed land under fence; together with the appurtenances thereunto belonging or appertaining. To have and to hold the aforesaid lands and premises, with all and singular the appurtenances thereto belonging or apper-

taining unto and to the use of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals.

Signed, sealed and delivered in the
presence of

T. F. DYKE-PARKER,
JOHN A. MITCHELL.

his
ANGUS x MACDONALD.
mark.

Received on the date hereof from the said Superintendent-General Indian Affairs, per William Anderson, his agent, the sum of two hundred dollars, the consideration within mentioned.

Witness:

T. F. DYKE-PARKER,
JOHN A. MITCHELL.

his
ANGUS x MACDONALD.
mark.

NORTH-WEST TERRITORIES,
ALBERTA.
To Wit:

I, John Alexander Mitchell, of Edmonton, in the District of Alberta, in the North-West Territories, Government clerk, make oath and say :

1. That I was personally present and did see the within Instrument and duplicate thereof duly signed, sealed and executed by Angus Macdonald, one of the parties thereto.
2. That the said Instrument and duplicate were executed at Edmonton.
3. That I know the said party.
4. That I am a subscribing witness to the said Instrument and duplicate.

Sworn before me at Edmonton, in
the District of Alberta, this
sixth day of May, in the year
of Our Lord 1885.

JOHN ALEXANDER MITCHELL.

W. ANDERSON, J.P.

Recorded 8th June, 1885,
Lib. 95, Fol. 583.

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 219.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Rama, resident on our reserve in the Township of Rama, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever : All and singular, that certain parcel or tract of land and premises situate, lying and being in the Township of Rama, in the County of Ontario and Province of Ontario, containing by admeasurement one-quarter of one acre, be the same more or less, and being composed of part of lot number seven, in the front range of said Township, and which may be better known and described as follows :—

Commencing at a point on the rear line of said lot seven, distant northerly one chain and ninety-two links measured on said line from the south-east angle of

said lot seven; thence northerly along said rear line two chains and fifty links to a post; thence westerly at right angles thereto one chain to a post; thence southerly parallel to said rear line two chains and fifty links to a post; thence easterly one chain, more or less, to the place of beginning.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said the Chippewas of Rama, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm whatever the said Government may do, or cause to be lawfully done, in connection with the sale of the hereinbefore described parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 14th day of September, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered }
in the presence of }
DUNCAN JOSHUA MCPHEE.

JOSEPH BENSON NANIGISHKUNG, [L.S.]
SAMSON INGERSOLL, [L.S.]
JAMES NANIGISHKUNG, [L.S.]
JOSEPH KEMICE, [L.S.]
MICHAEL ST. GERMAIN, [L.S.]
PETER JACOBS, [L.S.]
JAMES INGERSOLL, [L.S.]
ABRAM INGERSOLL, [L.S.]
his
JACOB x SHILLING, [L.S.]
mark.
his
AGUSTUS x YELLOWHEAD, [L.S.]
mark.
DUNTION STINSON, [L.S.]
his
WILLIAM x SNAKE, [L.S.]
mark.

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF ONTARIO. }
To Wit: }

Personally appeared before me, George Henry Dartnell, Junior, of the County Court of the County of Ontario, in the Province of Ontario, and Duncan Joshua McPhee, Agent of the Chippewas of Rama, and Joseph Benson Nanigishkung, Chief of the said Band of Indians.

And the said Duncan Joshua McPhee for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Rama, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Joseph Benson Nanigishkung says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said D. J. McPhee.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the the said release or surrender.

That he is the Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the aboye }
deponents, at the Town of }
Whitby, in the Co. of Onta- }
rio, this 7th day of Oct., }
A.D. 1885. }

DUNCAN JOSHUA MCPHEE.

JOSEPH BENSON NANIGISHKUNG.

GEO. H. DARTNELL,

Junior Judge County Court, County of Ontario.

Recorded 5th November, 1885, }
Lib. 106, Folio 325. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 220.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of the Thames, resident on our Reserve, in the Township of Caradoc, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Caradoc, in the County of Middlesex and Province of Ontario, containing by admeasurement one hundred acres, be the same more or less, and being composed of the north half of lot number twelve, in the second range of the Township of Caradoc aforesaid.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to lease the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid annually or semi-annually to the wife and children of Joseph French, the locatee of the said lot.

And we, the said Chief and Principal Men of the said the Chippewas of the Thames, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the leasing of the said land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-ninth day of September, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered in }
the presence of }
THOMAS GORDON,
Indian Agent.

JOHN HENRY, [L.S.]
his
EDWARD FRENCH, x [L.S.]
mark.
JOHN FRENCH, [L.S.]
JOSEPH FISHER, [L.S.]
GEO. FISHER, [L.S.]
his
THOMAS FISHER, x [L.S.]
mark.

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
COUNTY OF MIDDLESEX.
To Wit: }

Personally appeared before me, Thomas Gordon, of the Town of Strathroy, in the County of Middlesex, in the Province of Ontario, Indian Agent, and John Henry, Chief of the said Band of Indians of the Chippewas of the Thames.

And the said Thomas Gordon for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of the Thames, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said John Henry says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Thomas Gordon.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is the Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the said deponents }
Thomas Gordon and John Henry, at }
the city of London, in the County of }
Middlesex, this 11th day of October, }
A.D. 1885. }

THOMAS GORDON,
Indian Agent.

JOHN HENRY,
Chief.

WM. ELLIOT,

Judge of the County Court, County of Middlesex, Ontario.

Recorded 18th December, 1885, }
Lib. 107, Folio 233. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 221.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Rama, resident on our reserve in the County of Ontario, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in Lake Couchiching, in the County of Ontario and Province of Ontario, containing by admeasurement thirty-nine acres, be the same more or less, and being composed of that certain island situate in Lake Couchiching aforesaid, known as Horse Island: to have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said the Chippewas of Rama, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of said Horse Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 4th day of November, in the year of Our Lord one thousand eight hundred and eighty-five.

(Signed, sealed and delivered)
in the presence of: }
DUNCAN JOSHUA MCPHEE,
Indian Agent.

JOSEPH BENSON NANIGISHKUNG, [L.S.]
JOHN KENICE, [L.S.]
JAMES NANIGISHKUNG [L.S.]
SAMPSON INGERSOLL, [L.S.]
MICHAEL ST. GERMAIN, [L.S.]
PETER JACOBS, [L.S.]
his
JACOB x SHILLING, [L.S.]
mark.
his
JOSEPH x STINSON, [L.S.]
mark.
his
DAVID x SIMCOE, [L.S.]
mark.
his
SIMEON x ROCKY MOUNTAIN,
mark.
his
SAMPSON x GEORGE,
mark.
his
JOHN x WESLEY.
mark.

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF ONTARIO. }
To Wit:

Personally appeared before me, Duncan J. McPhee, of the Village of Uptergrove, in the Province of Ontario, Indian Agent, and Joseph Nanigishkung, Chief of the said Band of Indians.

And the said Duncan J. McPhee for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Rama of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Joseph Nanigishkung says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Duncan J. McPhee.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is the Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents,
Duncan J. McPhee and Joseph Nan-
igishkung, at the Town of Whitby,
in the County of Ontario, this tenth
day of November, A.D. 1885.

DUNCAN J. MCPHEE,

JOSEPH BENSON NANIGISHKUNG.

Z. BURNHAM,

Judge Co. Court.

Recorded 20th January, 1886. }

Lib. 106, Fol. 358. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 222.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Nawash, resident on our reserve at Cape Croker, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto our Sovereign Lady the Queen, Her heirs and successors forever, all and singular, those certain parcels or tracts of land and premises situate, lying and being in the Georgian Bay and Lake Huron and Province of Ontario, containing by admeasurement, be the same more or less, and being composed of all the islands owned by the said Band in Lake Huron and Georgian Bay, and known as the Saugeen Fishing Islands and Cape Hurd Islands, and extending from Chief's Point, Lake Huron, to Cabot's Head, Georgian Bay, excepting Barrier, Griffith and Hay Islands.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed

at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, along with the Chippewas of Saugeen.

And we, the said Chief and Principal Men of the said Chippewas of Nawash, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of the said islands.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this seventh day of October, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered in the presence of:

J. W. JERMYN,
Indian Agent.

FREDK. LAMORANDIÈRE,
Secy.

W. B. MCGREGOR,	[L.S.]
W. ANGUS,	[L.S.]
ABNER ELLIOT,	[L.S.]
JAMES IMAN,	[L.S.]
JOSEPH WAHBEZE,	[L.S.]
JOHN AKIWENS,	[L.S.]
WILLIAM NOTSKOG,	[L.S.]
PETER CHIGAHNO,	[L.S.]
JOSEPH AIKIMENSE.	[L.S.]

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
COUNTY OF GREY.
To Wit:

Personally appeared before me, J. W. Jermyn, of Cape Croker, in the County of Bruce, in the Province of Ontario, Indian Agent, and Frederick Lamorandière, of the same place, Secretary of the Band of Indians, namely, the Chippewas of Nawash.

And the said John W. Jermyn for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Nawash of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Frederick Lamorandière says :

That the annexed release or surrender was assented to by said Band, and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said John W. Jermyn.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is Secretary of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents John }
W. Jermyn and Frederick Lamoran- }
dière, at the Town of Owen Sound, }
in the County of Grey, this 20th day }
of Nov., A.D. 1885. }

J. W. JERMYN.

FREDK. LAMORANDIERE.

SAMUEL J. CANE,

Junior Judge, County Court, County of Grey.

Recorded 14th January, 1886. }

Lib. 106, Fol. 349. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 223.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Saugeen, resident on our reserve, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Georgian Bay and Lake Huron and Province of Ontario, containing by admeasurement, be the same more or less, and being composed of all the islands owned by the said Band in Lake Huron and Georgian Bay, and known as the Saugeen Fishing Islands and Cape Hurd Islands, and extending from Chief's Point, Lake Huron, to Cabot's Head, Georgian Bay, excepting Barrier, Griffith and Hay Islands.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof, shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, along with the Chippewas of Nawash.

And we, the said Chief and Principal Men of the said the Chippewas of Saugeen, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of the said islands.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifteenth day of October, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered }
in the presence of }

JAMES TELFER CONAWAY,

Indian Agent.

HENRY H. MADWAYOSH, *Chief.* [L.S.]

his
JOHN KADUHGEWON, x *Chief,* [L.S.]

mark.
JOHN GEORGE, *Councillor.* [L.S.]

his
SIMPSON x *QUAKESHIG, Councillor.* [L.S.]

mark.
JOSHUA MEDUASHEMIND, *Councillor.* [L.S.]

DAVID ROOT, *Councillor.* [L.S.]

JOHN KEWAQUAHUM, *Councillor.* [L.S.]

ALEX. MADWAYOSH, *Interpreter.* [L.S.]

CEPHAS KAHBUGE, *Secretary.* [L.S.]

DOMINION OF CANADA,
 PROVINCE OF ONTARIO,
 COUNTY OF BRUCE.
 To Wit:

}

Personally appeared before me, James Telfer Conaway, of the Village of Southampton, in the County of Bruce, in the Province of Ontario, Indian Agent of the Chippewas of Saugeen, and Henry H. Madwayosh, Chief of the said Band of Indians.

And the said James Telfer Conaway for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Saugeen Indian Reserve, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band, or interested in the land mentioned in the said release or surrender.

And the said Henry H. Madwayosh says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to their rules, and held in the presence of the said James Telfer Conaway.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the said deponents }
 James Telfer Conaway and Henry H. }
 Madwayosh, at the Town of Walker- }
 ton, in the County of Bruce, this 17th }
 day of October, A.D. 1885. }

JAMES TELFER CONAWAY,
Indian Agent.
 HENRY H. MADWAYOSH,
Chief.

J. J. KINGSMILL,

Judge, County Court, County of Bruce, Ontario.

Recorded 11th January, 1886. }
 Lib. 107, Fol. 251. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 224.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Mohawks of the Bay of Quinté, resident on our reserve, in the Township of Tyendinaga, in the Province of Ontario, and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors, all and singular those certain parcels or tracts of land situate, lying and being in the Township of Tyendinaga, in the County of Hastings, Province and Dominion aforesaid, containing by admeasurement one hundred

and fifty acres, be the same more or less, and being composed of lot thirty-six and the west half of lot thirty-seven, in the first concession of the aforesaid Township of Tyendinaga, to have and to hold the same unto Her said Majesty the Queen, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem proper ; and upon the further condition that all moneys received from the leasing thereof shall be applied in payment of the sum of two thousand dollars, and interest thereon at the rate of six per cent per annum, loaned by the Government of the Dominion of Canada to one William Powles, a member of the said Band of Indians, until the said sum and interest shall have been fully paid and satisfied, whereupon the said land shall revert to the said William Powles, the owner thereof.

And we, the Chief and Principal Men of the said Mohawks of the Bay of Quinté, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing of the said lands.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twelfth day of May, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered }
in the presence of }
MATTHEW HILL,
Indian Agent.

Chief SAMPSON GREEN, [L.S.]
Chief CORNELIUS MARACLE. [L.S.]
Chief WILLIAM GREEN. [L.S.]

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF HASTINGS. }
To Wit:

Personally appeared before me, Matthew Hill, of the Township of Tyendinaga, in the Province of Ontario, Indian Agent, and Sampson Green, Chief of the said Band of Indians.

And the said Matthew Hill for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Tyendinaga Reserve of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Sampson Green says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Matthew Hill.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the above deponents }
 Matthew Hill and Sampson Green, at }
 the City of Belleville, in the County }
 of Hastings, this 16th day of May, }
 A.D. 1885.

MATTHEW HILL,
 CHIEF SAMPSON GREEN.

E. B. FRALECK,
Jr. J.C.H.

Recorded 12th August, 1886. }
 Lib. 106, Fol. 496. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 225.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Saugeen, resident on our reserve, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said band in Council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in Griffith's Island, in the County of Grey and Province of Ontario, containing by admeasurement sixteen acres, be the same more or less, and being composed of that certain portion of Griffith's Island aforesaid described as follows: Commencing at a post driven at the edge of the bank on the shore of the Island at a point north eleven degrees, west magnetically thirteen chains and seven links from the centre of the circular stone lighthouse tower; thence south eighty degrees, west magnetically six chains and ninety-one links; thence south ten degrees, east magnetically, twenty chains; thence north eighty degrees, east magnetically five chains and eighty links, more or less, to a post at the water's edge of the Georgian Bay; thence following the coast of the Island northward to the place of beginning.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, in connection with the Chippewas of Nawash.

And we, the said Chief and Principal Men of the said Chippewas of Saugeen do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government may do or cause to be lawfully done, in connection with the sale and disposal of the said portion of Griffith's Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 18th day of July, in the year of Our Lord one thousand eight hundred and eighty-six.

Signed, sealed and delivered }
 in the presence of }

JAMES T. CONAWAY.

HENRY H. MADWAYOSH, *Chief*. [L.S.]
 JOHN KADEGON, *2nd Chief*. [L.S.]
 JOHN GEORGE, [L.S.]
 D. ROOT, [L.S.]
 C. KAHBOGE, [L.S.]
 JOHN KAHBOGE, [L.S.]
 P. JOHN, [L.S.]
 JOHN G. MASON, [L.S.]
 J. C. JAMES, [L.S.]
 J. CAMERON, [L.S.]
 R. DION. [L.S.]

DOMINION OF CANADA;
 PROVINCE OF ONTARIO,
 COUNTY OF BRUCE.

To Wit:

Personally appeared before me, Henry Madwayosh, of the Saugeen Indian Reserve, and James Telfer Conaway of the same place, Indian Agent, and the said Madwayosh being Chief of the said Band of Indians, called Chippewas.

And the said Conaway for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Nawash, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose, and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band, or interested in the land mentioned in the said release or surrender.

And the said Madwayosh says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Madwayosh, on the 23rd day of July, 1886.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents
 Henry Madwayosh and James Telfer
 Conaway, at the Village of Saugeen,
 in the Co. of Bruce, this 28th day of
 July, A.D. 1886.

HENRY H. MADWAYOSH,

JAMES T. CONAWAY.

WM. BARRETT,

Junior Judge C. C. Co. Bruce.

Recorded 6th October, 1886. }

Lib. 106, Folio 522. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 226.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Nawash, resident on our reserve, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in Griffith's Island, in the County of Grey and Province of Ontario, containing by admeasurement sixteen acres, be the same more or less, and being composed of that certain portion of Griffith's Island aforesaid described as follows : Commencing at a post driven at the edge of the bank on the shore of the island at a point north 11°, west magnetically 13 chains, 77 links from the centre of the circular stone lighthouse

tower; thence south 80°, west magnetically 6 chains and 91 links; thence south 10°, east magnetically 20 chains; thence north 80°, east magnetically 5 chains and 80 links, more or less, to a post at the water's edge of the Georgian Bay; thence following the coast of the island northward to the place of beginning.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people; and upon the further condition that all moneys received from the sale thereof, shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, in connection with the Chippewas of Nawash.

And we, the said Chief and Principal Men of the said the Chippewas of Nawash do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government may do, or cause to be lawfully done, in connection with the sale and disposal of the said portion of Griffith's Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifth day of July, in the year of Our Lord one thousand eight hundred and eighty-six.

Signed, sealed and delivered)

in the presence of {

FRED'K LAMORANDIÈRE.

ABNER ELLIOT, [L.S.]

W. ANGUS, [L.S.]

JAMES TORNALL, [L.S.]

JOHN AKIWENZIE, [L.S.]

CHARLES JONES, [L.S.]

DANIEL ELLIOT, [L.S.]

JOSEPH AKIWENZIE, [L.S.]

FRANK NADJWON, [L.S.]

PAUL JOHNSTON, [L.S.]

SOLOMON JONES. [L.S.]

DOMINION OF CANADA, }

PROVINCE OF ONTARIO, }

COUNTY OF BRUCE. }

To Wit:

Personally appeared before me, J. W. Jermyn, of the Village of Cape Croker, in the Province of Ontario, Indian Agent, and Fredk. Lamorandière, Secretary of the said Band of Indians.

And the said J. W. Jermyn for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Cape Croker, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose, and according to their rules.

That he was present at such meeting or council and heard such assent given. That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Fredk. Lamorandière says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said J. W. Jermyn.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is Secretary of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents, }
 J. W. Jermyn and Fredk. }
 Lamorandière, at the Village of }
 Martin, in the County of Bruce, }
 this 15th day of July, Al. D. }
 1886. }

J. W. JERMYN,
Indian Agent.

WM. BARRETT,

Junior Judge Co. Bruce.

Recorded 5th October, 1886. }

Lib. 106, Folio 519. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 227.

Surrender to Her Majesty the Queen of Lot 18 in Concessions C and D, containing 200 acres, by John Harris and his wife, in trust for the Oneida Nation of Indians.

THIS INDENTURE, made the twenty-first day of July, in the year of Our Lord one thousand eight hundred and forty-one, between John Harris, of the Town of London, in the County of Middlesex, in the District of London and Province of Canada, Esquire, and Amelia Harris, wife of the said John Harris, of the one part, and Her Most Gracious Majesty Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part :

Witnesseth, that the said John Harris for and in consideration of the sum of three hundred pounds of lawful money of the Province of Canada to him in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, transferred, surrendered and yielded up, and by these presents doth grant, bargain, sell, alien, transfer, surrender and yield up, unto Her said Majesty, Her heirs and successors, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Delaware, in the County of Middlesex, in the London District and Province aforesaid, containing together by admeasurement four hundred acres, be the same more or less, and being known as lots numbers eighteen in Blocks C and D, in the said Township of Delaware ; which said lot eighteen in Block C is butted and bounded as follows, that is to say :

Commencing at the easterly corner of the said last mentioned lot at the allowance for road between lots numbers eighteen and nineteen ; then south seventy degrees, west sixty-seven chains fifty links, more or less, to the allowance for road between Blocks C and B ; then north twenty degrees, west twenty-nine chains eighty links, more or less ; then north seventy degrees, east sixty-seven chains fifty links ; then south twenty degrees, east twenty-nine chains eighty links, more or less, to the place of beginning ; and which said lot eighteen in Block D is butted and bounded as follows, that is to say :

Commencing at the easterly corner of said last mentioned lot at the allowance for road between lots numbers eighteen and nineteen ; then south seventy degrees, west sixty-seven chains fifty links to the allowance for road between Blocks D and C ; then north twenty degrees, west twenty-nine chains eighty links ; then north seventy degrees, east sixty-seven chains fifty links ; then south twenty degrees, east twenty-nine chains eighty links, more or less, to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and

parcel thereof ; and also all the estate, right, title, interest, trust, claim, property and demand whatsoever, either at law or in equity of him the said John Harris, of, in, to or out of the same premises, and of every part and parcel thereof.

To have and to hold the said parcels or tracts of land and premises with the appurtenances unto Her Majesty, Her heirs and successors forever, freed and discharged from all and all manner of incumbrances whatsoever, in trust, nevertheless, to and for the use, benefit and behoof of the Oneida Nation of Indians, now settled in the said Township of Delaware, and their posterity forever; and the said John Harris, for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with Her Majesty, Her heirs and successors, that he, the said John Harris, is the true, lawful and rightful owner of all and singular the said parcels or tracts of land and premises, and every part and parcel thereof, and now is lawfully and rightfully seized in his own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in free simple of and in the premises above mentioned ; and further, that he, the said John Harris and his heirs, and all and every other person or persons, and his and their heirs having or lawfully claiming any estate, right, title, trust or interest of, in or to the said premises above mentioned and described, or any part thereof, by, from or under him, them or any of them shall and will at all times hereafter when required by Her Majesty, Her heirs and successors, make, do and execute all and every such farther and other lawful acts, conveyances and assurances in the law for the better and more perfect granting, assuring, conveying, surrendering and yielding up of all and singular the premises above mentioned and described, with the appurtenances, unto Her Majesty, Her heirs and successors, as Her Majesty, Her heirs or successors, Her or their counsel learned in the law, may be reasonably devised, advised or required.

And this Indenture also further witnesseth, that the said Amelia Harris, wife of the above named John Harris, for and in consideration of the sum of five shillings of lawful money aforesaid to her, by Her said Majesty, in hand paid, at or before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, hath remised, released, and forever relinquished, and by these presents doth remise, release and forever relinquish unto Her said Majesty, Her heirs and successors, upon the trust and for the use aforesaid, all and all manner of dower and right or title of dower whatsoever which the said Amelia, in the event of surviving the said John Harris, her husband, might or of right ought to have, claim or demand in, to and out of the said parcels or tracts of land and premises above mentioned, and every part and parcel thereof, and all manner of action or actions, and writ or writs of dower whatsoever.

IN WITNESS WHEREOF, the said John Harris and Amelia, his wife, have to these presents set their hands and affixed their seals the day and year first hereinbefore written, and in the fifth year of Her Majesty's reign.

Signed, sealed and delivered)	JOHN HARRIS,	[L.S.]
in presence of {	AMELIA HARRIS.	[L.S.]

HENRY C. R. BEECHER, of London, aforesaid,

Attorney-at-Law.

Received at the time of execution of the within Indenture the sum of three hundred pounds, being the full consideration in the said Indenture named to be paid to me.

In presence of {	
HENRY C. R. BEECHER, {	JOHN HARRIS.

DEPARTMENT OF THE SECRETARY OF STATE FOR CANADA,

OTTAWA, 24th March, 1868.

I hereby certify that the foregoing surrender has this day been duly entered on the records of this office in Lib. K. M., Folio 27.

HECTOR L. LANGEVIN,
Secretary of State and Registrar of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,

REGISTRAR'S BRANCH, OTTAWA, 8th January, 1887.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. K.M., Fol. 27.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 228.

THIS INDENTURE, made the ninth day of October, in the year of Our Lord one thousand eight hundred and forty, between
 from Charles Baby of Our Lord one thousand eight hundred and forty, between
 to Her Majesty Charles Baby, of the Town of Sandwich, in the western district of
 Victoria. the Province of Upper Canada, Esquire, of the one part, and Her
 Most Gracious Majesty Victoria, by the Grace of God of the United Kingdom of
 Great Britain and Ireland, Queen, Defender of the Faith, of the other part.

Whereas, by a certain agreement lately made by and between the said Charles Baby, of the one part, and the Principals of the Oneida Nation, by their Agent, of the other part, and ratified and approved of by the Chief Superintendent of Indian Affairs in this Province, the said Charles Baby, for and in consideration of the sum of one hundred and fifty pounds of lawful money of the Province aforesaid, did agree to grant, bargain, sell and convey to or to the use of or in trust for them, the said Principals of the Oneida Nation, a certain parcel or tract of land and premises, situate, lying and being in the Township of Delaware, in the London District, and Province aforesaid, which is hereinafter more particularly described.

And whereas in the making of the agreement for the selling and conveying of the said land and premises as aforesaid it was desired that the said land and premises should be conveyed to them by a deed of surrender to Her Majesty, Her heirs and successors, in trust for them the said Oneida Nation.

And whereas the said Charles Baby did then and there agree to execute such surrender as requested, and is now desirous of perfecting the said agreement and executing a surrender of the said land and premises unto Her Majesty, Her heirs and successors, as agreed upon as aforesaid.

Now this Indenture witnesseth, that the said Charles Baby, for and in consideration of the sum of one hundred and fifty pounds of lawful money of the Province aforesaid to him in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, delivered, transferred, surrendered and yielded up, and by these presents doth grant, bargain, sell, alien, transfer, surrender and yield up unto Her Majesty, Her heirs and successors forever, all that certain lot, parcel or tract of land lying and being in the Township of Delaware, in the London District, in the Province aforesaid, containing two hundred acres, be the same more or less, and known as lot number "twenty," in Concession C of the said township, which said parcel or tract of land is butted and bounded as follows, that is to say: Commencing in front of the said Concession C, at the north-west angle of the said lot; then north seventy degrees, east sixty-seven chains fifty links, more or less, to allowance for road in rear of said concession; then south twenty degrees, east twenty-nine chains eighty links, to the southernmost limit of said lot, then south seventy degrees, west sixty-seven chains fifty links, more or less, to allowance for road in front of said concession; then north twenty degrees, west twenty-nine chains eighty links, more or less, to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand of him the said Charles Baby of, in, to or out of the same, and every part and parcel thereof.

To have and to hold the same, with the appurtenances, to Her Majesty, Her heirs and successors, freed and discharged from all encumbrances whatsoever, in trust,

nevertheless, to and for the use, benefit and behoof of the said Oneida Nation, as before mentioned, forever.

And the said Charles Baby, for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with Her Majesty, Her heirs and successors, that he, the said Charles Baby, now is the true, lawful and rightful owner of all and singular the said land and premises above mentioned, with the appurtenances, and every part and parcel thereof, and now is lawfully and rightfully seized in his own right of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the premises above mentioned and described; and further, that he, the said Charles Baby and his heirs, and all and every other persons and persons, and his and their heirs, having, or lawfully claiming any estate, right, title, trust or interest of, in or to the said premises above mentioned and described, or any part thereof, by, from or under him, them, or any or either of them, shall and will at all times hereafter, when required by Her Majesty, Her heirs and successors, make, do and execute all and every such further and other lawful acts, conveyances and assurances in the law for the better and more perfect granting, conveying, assuring, surrendering and yielding up of all and singular the premises above mentioned and described, with the appurtenances, unto Her Majesty, Her heirs and successors, Her or their counsel shall reasonably devise, advise and require.

CHARLES BABY.

Signed, sealed and delivered }
in presence of
ROBERT MERCER,
SAMUEL GARDINER.

UPPER CANADA,
WESTERN DISTRICT. }
To Wit:

Personally appeared before us, Robert Mercer and Samuel Gardiner, Esquires, two of Her Majesty's Justices of the Peace in and for the Western District, Julia Baby, wife of the within named grantor, Charles Baby, who being examined by us apart from her husband touching her consent to be barred of her dower of and into the lands in the deed herunto annexed, it did appear to us that she gave the same freely and voluntarily, without any coercion or fear of coercion on the part of her husband or any other person whatsoever. Dated this ninth day of October, 1840.

ROBERT MERCER, *J.P., W.D.*
SAMUEL GARDINER, *J.P., W.D.*

OFFICE OF THE SECRETARY OF STATE FOR CANADA,
REGISTRAR'S BRANCH, OTTAWA, 20th April, 1868.

I hereby certify that this Indenture has this day been entered on the records of this office, in Lib. C. S., Folio 323.

HECTOR L. LANGEVIN,
Secretary of State and Registrar of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 8th January, 1887.

I hereby certify the within to be a true and faithful copy of the record of the original surrender to the Crown, as entered in Liber C. S., Folio 323.

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 229.

Deed of surrender
from C. E. Casgrain
and E. B. Casgrain to
Her Majesty, Victoria.

THIS INDENTURE, made the fourteenth day of September, in the year of Our Lord one thousand eight hundred and forty-one :

Between the Honourable Charles E. Casgrain, of the River Ouelle, in District of Quebec, Province of Canada, and Eliza Baby Casgrain, his wife, of the one part, and Her Most Gracious Majesty Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part :

Whereas, by a certain agreement made by and between the said Charles Casgrain and Eliza, his wife, of the one part, and the Principals of the Oneida Nation, by their Agent, of the other part, and ratified and approved by the Chief Superintendent of Indian Affairs in the Province of Canada, the said Charles Casgrain and Eliza, his wife, for and in consideration of the sum of four hundred and twelve pounds twelve shillings of lawful money of the said Province of Canada, did agree to grant, bargain, sell and convey to, or to the use of or in trust for them the said Principals of the Oneida Nation, a certain parcel or tract of land and premises, situate in the township of Delaware, in the County of Middlesex, in the District of London and Province of Canada, which is hereafter more particularly described. And whereas on the making of the agreement for the selling and conveying of the said land and premises as aforesaid, it was desired that the said land and premises should be conveyed to them by a deed of surrender to Her Majesty, Her heirs and successors, in trust for them the said Oneida Nation. And whereas the said Charles Casgrain and Eliza, his wife, did then and there agree to execute such surrender as requested and are now desirous of perfecting the said agreement and executing a surrender of the said land and premises unto Her Majesty, Her heirs and successors, as agreed upon as aforesaid.

Now this Indenture witnesseth, that the said Charles Casgrain and Eliza, his wife, for and in consideration of the sum of four hundred and twelve pounds ten shillings of lawful money of the said Province of Canada to them in hand paid by the said Oneida Nation, the receipt whereof is hereby acknowledged, have and each of them hath granted, bargained, sold, aliened, transferred, surrendered and yielded up, and by these presents do, and each of them doth grant, bargain, sell, alien, transfer, surrender and yield up unto Her said Majesty, Her heirs and successors for ever, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Delaware, in the County of Middlesex, in the District of London, and Province of Canada, being composed of lot number twenty in Concession B, containing by admeasurement two hundred acres, and the west half of lot number twenty-one in Concession B, containing by admeasurement one hundred acres, and lot number sixteen, with the broken front in Concession D, containing by admeasurement two hundred and fifty acres, be the same more or less, together with all and singular the tenements, appurtenances and hereditaments thereunto belonging or appertaining. And all the estate, right, title, interest, property, claim and demand whatsoever, either at law or in equity, of them the said Charles Casgrain and Eliza, his wife, of, in, to or out of the same, or any part thereof.

To have and to hold the same with the appurtenances, to Her said Majesty, Her heirs and successors, freed and discharged from all incumbrances whatsoever ; in trust, nevertheless, to and for the use, benefit and behoof of the said Oneida Nation, as before mentioned, forever ; and the said Charles Casgrain, for himself, his heirs, executors and administrators, and for the said Eliza, his wife, and her heirs, doth covenant, promise and agree to and with Her said Majesty, Her heirs and successors, that the said Charles Casgrain and Eliza, his wife, now are the true and lawful owners of all and singular the said parcels or tracts of land and premises above mentioned, and every part thereof, and now are lawfully seized in their own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the

premises hereby granted, bargained, sold, surrendered and yielded up, or intended so to be, without any condition or limitation of use, or uses, or any other matter or thing, to alter, change, incumber or defeat the same.

And further, that he, the said Charles Casgrain and his heirs, executors and administrators, and the said Eliza, his wife, and her heirs, shall and will at all times hereafter, upon the reasonable request and at the proper cost and charges of Her said Majesty, Her heirs and successors, make, do and execute all and every such further and other lawful act and acts, devices, conveyances, assurances and surrenders, in the law whatsoever, for the further, better and more perfect granting, conveying and assuring, surrendering and yielding up of all and singular the said premises above mentioned with appurtenances, unto Her said Majesty, Her heirs and successors, as by Her said Majesty, Her heirs and successors, Her or their counsel, shall be reasonably devised, advised or required.

IN WITNESS WHEREOF, the said Charles Casgrain, and Eliza, his wife, have hereunto set and put their hands and seals on the day and year first above written.

ELIZA BABY CASGRAIN. [L.S.]

C. E. CASGRAIN. [L.S.]

Signed, sealed and delivered in }
presence of }

A. MANAHAN,

*J. P. for the Midland District
of the Province of Canada.*

WILLIAM WILSON,

*J. P. for the Midland District
of the Province of Canada.*

Anthony Manahan and William Wilson, of the Town of Kingston, in the Midland District of the Province of Canada, Esquires, two of Her Majesty's Justices of the Peace of the said district, do hereby certify that on this fourteenth day of September, in the year of Our Lord one thousand eight hundred and forty-one, the within deed of surrender was duly executed in the presence of us by Eliza Baby, wife of Charles E. Casgrain, one of the grantors therein named, and that the said Eliza Baby, at the time and place, being examined by us apart from her husband, did appear to give her consent to depart with her estate in the lands mentioned in the said deed, freely and voluntarily, and without coercion, or fear of coercion, on the part of her husband, or of any person or persons whatsoever.

A. MANAHAN, *J. P.*,
WM. WILSON, *J. P.*

KINGSTON, 14th September, 1841.

£412.10 C'y.

Received of Saml. P. Jarvis, Chief Superintendent of Indian Affairs, the sum of four hundred and twelve pounds 10s. c'y., being the consideration money in full to be paid to me as mentioned in the within deed of surrender.

C. E. CASGRAIN.

Witness }
H. DUPUY. }

OFFICE OF THE SECRETARY OF STATE FOR CANADA,
REGISTRAR'S BRANCH, OTTAWA, 22nd April, 1868.

I hereby certify that this indenture has this day been entered on the records of this office in Lib. C. S., Folio 333.

HECTOR L. LANGEVIN,
Secretary of State and Registrar of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 8th January, 1887.

I hereby certify the within to be a true and faithful copy of the record of the original deed of surrender to the Crown as entered in Liber C. S., Folio 333.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 230.

THIS INDENTURE, made the twenty-sixth day of November in the year of Our Lord one thousand eight hundred and forty, between Michael C. Macnamara, of the City of Toronto, in the Home District of the Province of Upper Canada, gentleman, of the one part, and Her Most Gracious Majesty, Victoria by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part.

Michael C. Macnamara to Her Most Gracious Majesty. Deed of surrender of Lot No. 22, Con. D. Delaware, London District. Dated 26th of November, 1840.

Whereas, by a certain agreement lately made by and between the said Michael C. Macnamara, of the one part, and the principals of the Oneida Nation by their agent of the other part, and ratified and approved of by the Chief Superintendent of Indian Affairs in this Province, the said Michael C. Macnamara, for and in consideration of the sum of one hundred and fifty pounds of lawful money of the said Province, did agree to grant, bargain, sell and convey to or to the use of or in trust for them the said Principals of the Oneida Nation a certain parcel or tract of land and premises situate in the Township of Delaware, in the London District and Province aforesaid, which is hereinafter more particularly described.

And Whereas, on the making of the agreement for the selling and conveying of the said land and premises as aforesaid it was desired that the said land and premises should be conveyed to them by a deed of surrender to Her Majesty, Her heirs and successors, in trust for them the said Oneida Nation.

And Whereas, the said Michael C. Macnamara did then and there agree to execute such surrender as requested, and is now desirous of perfecting the said agreement and executing a surrender of the said land and premises unto Her Majesty, Her heirs and successors, as agreed upon as aforesaid.

Now this Indenture witnesseth, that the said Michael C. Macnamara, for and in consideration of the sum of one hundred and fifty pounds of lawful money of the said Province to him in hand paid by the said Oneida Nation, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, transferred, surrendered and yielded up, and by these presents doth grant, bargain, sell, alien, transfer, surrender and yield up unto Her said Majesty, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying, and being in the Township of Delaware, in the London District and Province aforesaid, containing two hundred acres, more or less, and known as lot number twenty-two in Concession D, of the said township, which said parcel or tract of land and premises is butted and bounded as follows, that is to say: Commencing at the north-west angle of said lot; then north seventy degrees, east sixty-seven chains fifty links, more or less, to the allowance for road in rear of the said concession; then south twenty degrees, east twenty-nine chains eight links, more or less, to the southernmost boundary of the said lot; then south seventy degrees, west sixty-seven chains fifty links, more or less, to allowance for road in front of the said concession; then north twenty degrees, west twenty-nine chains eight links, more or less, to the place of beginning.

Together with all and singular the tenements, appurtenances and hereditaments thereunto belonging or appertaining, and all the estate, right, title, interest, property, claim and demand whatsoever, either at law or in equity, of him the said Michael C. Macnamara of, in, to or out of the same.

To have and to hold the same with the appurtenances to Her said Majesty, Her heirs and successors, freed and discharged from all incumbrances whatsoever, in trust, nevertheless, to and for the use, benefit and behoof of the said Oneida Nation as before mentioned for ever. And the said Michael C. Macnamara, for himself, his heirs, executors and administrators, doth covenant grant and agree to and with Her said Majesty, Her heirs and successors, that he, the said Michael C. Macnamara, now is the true and lawful owner of all and singular the said parcel or tract of land and premises above mentioned, and every part thereof, and now is lawfully seized in his own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained, sold, surrendered and yielded up or intended so to be, without any condition or limitation of use or uses or any other matter or thing to alter, charge, change, incumber or defeat the same : And further, that he, the said Michael C. Macnamara, and his heirs, executors and administrators, shall and will at all times hereafter, upon the reasonable request and at the proper costs and charges of Her said Majesty, Her heirs and successors, make, do and execute all and every such further and other lawful act or acts, devices, conveyances, assurances and surrenders in the law whatsoever for the further, better and more perfect granting, conveying and assuring, surrendering and yielding up of all and singular the said premises above mentioned, with the appurtenances unto Her said Majesty, Her heirs and successors, as by Her said Majesty, Her heirs and successors, Her or their counsel shall be reasonably devised, advised or required.

IN WITNESS WHEREOF, the said Michael C. Macnamara, hath hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered }
in presence of :
SAML. P. JARVIS,
GEORGE VARDON.

M. C. MACNAMARA. [L.S.]

£150. 0s. 0d. Cy.

Received of Samuel P. Jarvis, Chief Superintendent of Indian Affairs, the sum of one hundred and fifty pounds, Prov. currency, being the consideration money in full to be paid to me as mentioned in the within deed of surrender.

Witness :

GEORGE VARDON,
M. C. MACNAMARA.

DEPARTMENT OF THE SECRETARY OF STATE FOR CANADA,
OTTAWA, 14th April, 1868.

I hereby certify that the foregoing surrender has this day been duly entered on the records of this office in Lib. K. M., Folio 29.

HECTOR L. LANGEVIN,
Secretary of State and Registrar of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 8th January, 1887.

I hereby certify the within to be a true and faithful copy of the record of the original deed of surrender as entered in Lib. K. M., Folio 29.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 231.

To all to Whom these Presents shall come :

I, William Salmon, of the Town of Simcoe, in the Talbot District, and Province of Canada, Esquire,—

SEND GREETING:

Deed of surrender,
from Wm. Salmon to
the Crown for Indians.

Whereas, His late Majesty King George the Third by letters patent under the Great Seal of the late Province of Upper Canada, bearing date the sixth day of August, in the forty-sixth year of His reign, did give and grant unto one Alexander Harrow, his heirs and assigns, forever, all that parcel or tract of land situate in the Township of Delaware, in the County of Middlesex, in the District of London, in the said, then, Province of Upper Canada, being composed of lot number nineteen in Concession C in the said Township of Delaware, containing two hundred acres of land : To have and to hold the said parcel or tract of land unto and to the use of the said Alexander Harrow, his heirs and assigns forever, subject, nevertheless, to certain reservations, limitations and conditions in said letters patent, expressed and contained, as by the said letters patent will appear.

And whereas the said Alexander Harrow, being seized in fee simple of the said parcel or tract of land, under and by virtue of the said letters patent, neglected to pay the taxes imposed by law upon the said piece or parcel or tract of land, and suffered the same to remain in arrears and unpaid, contrary to the form of the statute in that behalf made and provided.

And whereas, by reason of the taxes being so in arrears and unpaid the said piece or parcel of land became and was liable to be sold at public auction for the payment of the said taxes, pursuant to the provisions of the said statute in that behalf made and provided.

And whereas, Abraham A. Rapelge, on the seventh day of December, in the year of Our Lord one thousand eight hundred and thirty-one, then being Sheriff of the said District of London, did, for and in consideration of the sum of four pounds one shilling and eleven pence, lawful money of Canada, by the said William Salmon to the said Abraham A. Rapelge, as said Sheriff, in hand paid, by a certain deed poll duly executed under his hand and seal of office, as such Sheriff, bearing date the said seventh day of December, one thousand eight hundred and thirty-one, under and by virtue of a certain writ to him as such Sheriff in that behalf directed, according to the said statute in that behalf provided—grant, bargain and sell the same piece or parcel of land and premises to the said William Salmon, being the purchaser at public auction of the said piece or parcel of land, exposed for sale under the said writ, to him the said Abraham A. Rapelge as such Sheriff in that behalf directed: To have and to hold the said piece or parcel of land and premises unto and to the use of the said William Salmon, his heirs and assigns forever.

NOW KNOW YE THAT I, the said William Salmon, for and in consideration of the sum of one hundred and fifty pounds of lawful money of Canada to me in hand paid at or before the sealing or delivery of these presents by our present Most Gracious Sovereign Lady Victoria, the receipt whereof is hereby acknowledged, and for several other good causes and weighty considerations me thereunto moving, have granted, surrendered and yielded up, and by these presents do grant, surrender and yield up unto Our Sovereign Lady the present Queen's Most Excellent Majesty, Her heirs and successors, the said piece or parcel of land and premises, with all and singular the hereditaments and appurtenances thereto belonging, and all my estate, right, title, interest claim and demand whatsoever, of, in, to or out of the same and every part and parcel thereof, freed, clear and discharged of and from all prior mortgages, charges, incumbrances, devices, claims and demands, whatsoever of the said Alexander Harrow, his heirs or assigns, or of me the said William Salmon, my heirs or assigns, heretofore made, done, charged, committed or suffered to be made, done, committed or charged upon the said piece or parcel of land, tenement and premises, or any part thereof.

To have and to hold the same and every part thereof unto the sole use and behoof of Our said Sovereign Lady the Queen, Her heirs and successors forever; together with the said letters patent to the said Alexander Harrow, to be cancelled, and the said William Salmon for himself, his heirs, executors and administrators, doth by these presents covenant, grant and agree to and with our said Sovereign Lady the present Queen's Most Excellent Majesty, Her heirs and successors, that he, the said William Salmon, at the time of the executing and delivery hereof is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple of and in said land, tenements, hereditaments, and all and singular other the premises hereinbefore mentioned with their, and every of their appurtenances, and of and in every part and parcel thereof, without any manner of forfeiture, reservation, limitation, provisoes or conditions; other than are contained in the original grant thereof from the Crown, and that he the said William Salmon now hath in himself good right, full power, and lawful and absolute authority to grant, surrender and yield up the said land, tenements, hereditaments and premises hereinbefore mentioned, with their and every of their appurtenances, unto Our said Sovereign Lady the present Queen's Most Gracious Majesty, Her heirs and successors forever in manner aforesaid, and will warrant and defend the same to Our said Sovereign Lady the present Queen's Most Gracious Majesty, Her heirs and successors, of and from the right, title, interests, claims and demands of all and every person or persons whomsoever.

IN WITNESS WHEREOF, the said William Salmon hath hereto set his hand and seal this eighth day of March, in the seventh year of Her Majesty's reign, and in the year of Our Lord one thousand eight hundred and forty-four.

Signed, sealed and delivered)

in the presence of: {

WILLIAM SALMON. [L.S.]

JOHN W. GWYNNE,

C. FOSTER.

£150.

Received the day and year last within written, the sum of one hundred and fifty pounds, being the consideration money within mentioned to be paid to me.

I say received.

Witness: {

JOHN W. GWYNNE. }

WILLIAM SALMON.

OFFICE OF THE SECRETARY OF STATE FOR CANADA,

REGISTRAR'S BRANCH, OTTAWA, 23rd April, 1868.

I hereby certify that this Indenture has this day been entered on the records of this office, in Lib. C.S., Folio 337.

HECTOR L. LANGEVIN,

Secretary of State and Registrar of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA, REGISTRAR'S BRANCH.

OTTAWA, 8th January, 1887.

{ I hereby certify the within to be a true and faithful copy of the record of the original deed of surrender to the Crown, as entered in Liber C.S., Folio 337.

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 232.

To all to whom these Presents shall come :

Charles Baby, of the Town of Sandwich, in the Western District and Province of Canada, and William Baby, of the Township of Harwich in the said Western District, Esquires,—send greeting.

Whereas, his late Majesty, King George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, did by his letters patent bearing date the eighth day of August, in the year of Our Lord, one thousand seven hundred and ninety-nine, under the seal of the Province of Canada, give and grant unto the Honourable Peter Russell, of the then Town of York, in the Home District and Province of Upper Canada amongst others certain parcels or tracts of land situate in the Township of Delaware, in the District of London and Province aforesaid, and hereinafter more particularly described and the same parcels or tracts of land were afterwards by an Indenture bearing date the eighteenth day of March, one thousand eight hundred and six, duly bargained, sold and conveyed by the said Peter Russell, unto

Dated 2nd June, 1844.

Surrender to the Crown of Lot No. 17, in Concession D, and the broken front of Lot No. 17, in Concession C, and Lot No. 22, in Concession C, in the Township of Delaware, in the London District.

and to the use of the Honourable James Baby, of the Town of York aforesaid, his heirs and assigns forever. And whereas the said Honourable James Baby departed this life on or about the twenty-fifth day of February, in the year of Our Lord one thousand eight hundred and thirty-three, having first made his last will and testament in the words following, that is to say : "In the name of God, Amen. I, James Baby, of the Town of York, in the Home District of the Province of Upper Canada, Esquire, being in perfect health and sound mind and memory do make and declare this my last will and testament, in manner following : First, I recommend my soul unto Almighty God, and I do entreat his mery thro' His only Son Our Lord and Saviour Jesus Christ.

"As touching my worldly estate, I give devise and dispose of the same in the following manner : I will that my just debts be paid, should any remain unpaid at my decease. I hereby give and bequeath unto my executors hereafter named, my real property for the express purpose of satisfying the same, after which I will that the residue of my lands, messuages, hereditaments, and tenements, with my personal estate or the proceeds thereof (if sold by my executors, which I hereby authorize them to do for the benefit of my children), be divided in equal shares among my six beloved children, namely, Eliza Ann, James Francis, Charles Thomas, Henry Raymond, John Edward and William Lewis. And I institute, make and ordain the Honourable Thomas Clark of the Township of Stamford in the District of Niagara, in Upper Canada; the Honourable and Reverend Doctor John Strachan, of York, in the Home District of Upper Canada; William Allen of the same place, Esquire, and John Baptiste Baby, of the Town of Sandwich, in the County of Essex, in the Western district of Upper Canada, aforesaid, Esquire, executors of this my last will and testament, and I do hereby utterly disallow, revoke, and disannul all and every other former testaments, wills, legacies, bequests and executors by me in any wise before mentioned willed and bequeathed, ratifying and confirming this, and no other, to be my last will and testament."

And whereas Henry Raymond Baby, late of Sandwich aforesaid, third son of the said late Honourable James Baby, became seized of the said lands in the Township of Delaware, hereinafter more particularly described under and by virtue of the above recited will of his late father.

And whereas, the said Henry Raymond Baby, late of Sandwich aforesaid, by his several deeds of bargain and sale, respectively bearing date the twenty-fifth day of September, in the year of Our Lord one thousand eight hundred and thirty-five, and made between the said Henry Raymond Baby, of the one part, and Thomas Clark, of the Township of Stamford, in the District of Niagara, Esquire, of the other part, did grant, bargain, sell and convey and assure unto the said Thomas Clark, his heirs and assigns, all and singular the lands hereditaments, and premises with the appurtenances hereinafter mentioned.

To have and to hold the same unto the said Thomas Clark, his heirs and assigns forever ; but, nevertheless, upon the trusts and to and for the ends, interests and purposes expressed and declared in and by a certain Indenture or declaration

of trust, bearing date the day and year last aforesaid, and signed by the said Henry Raymond Baby and the said Thomas Clark, respectively, amongst other things in the first place to sell and dispose of the same, and apply the proceeds towards payment and satisfaction of a certain debt due and owing by the said Henry Raymond Baby to the said Thomas Clark, as also a certain other debt due and owing by the said Henry Radmond Baby to the late firm of Clark and Street.

And whereas the said Henry Raymond Baby did in his lifetime, to wit, on the fifth day of July, in the year of Our Lord one thousand eight hundred and thirty-six, at Lynn Regis, in the County of Dorset, in that part of the United Kingdom of Great Britain and Ireland, called England, make and publish his last will and testament in the words and form following, that is to say :

In the name of God, Amen. I, Raymond Baby, being of sound body and mind, do make this my last will and testament, having appointed Thomas Clark, Esquire, Canada, my lawful agent for the disposal of my property belonging to me in Upper late of the Township of Stamford, in the Niagara District and Province of Upper Canada, consisting of upwards of three thousand acres of land, besides a house and lot of two acres in the city of Toronto, amounting in all to about six thousand pounds, Upper Canada currency : It is my will that all my just debts should be first paid out of the proceeds of the sale of the above and that the remainder, after the payment of such debts, should be disposed and divided in the following manner : That the balance, after the payment of my just debts, should be placed in bank stock or other beneficial funded property in Upper Canada, and that the interest thereof should go to the support of my beloved brother, Edward Baby during his life, and that it be at the option of my brother William to keep and support Edward, and to receive the interest thereof through the hands of my executors, to be hereafter named. In case William declines this proposal, I authorize my executors to nominate a fit person and to pay him the interest. That in the event of Edward's death, it is my will that the property so placed at interest should be equally divided between my brothers Charles and William, reserving one hundred pounds to be paid to my nephew, Raymond Casgrain, at his becoming of age * * * the interest thereof to be received by William Baby until such period, and to carry into effect this my last will and testament. I nominate and appoint as my executors Charles Baby, of the Town of Sandwich; William Lee and James Nation, both of the City of Toronto, Esquires.

And whereas the said Henry Raymond Baby departed this life on or about the sixth day of August, in the year of Our Lord one thousand eight hundred and forty without revoking or altering his said last will and testament above recited. And whereas the said Thomas Clark in his life time did by his last will and testament duly executed to pass real estate, bearing date the twenty-ninth day of January, in the year of Our Lord one thousand eight hundred and thirty-one (amongst other things) will, devise, assign and make over unto the said Samuel Street, Robert Grant, of Queenstown, in the District of Niagara aforesaid, Esquire, and James Hamilton of Saint Thomas, in the District of London, Esquire, their heirs, executors, administrators and assigns, all the property real, and personal, of whatever kind he might die possessed of, either in fee, possession, remainder or contingency, to be disposed of by them the said Samuel Street, Robert Grant and James Hamilton, or the survivors or survivor of them, or the heirs, executors or administrators of such survivors or survivor for the payment of debts and legacies and for other purposes in the said will mentioned.

And whereas the said Thomas Clark afterwards departed this life without revoking or altering the said will; and whereas the said James Hamilton by a certain deed or instrument, under his hand and seal, and dated the twelfth day of June, in the year of Our Lord one thousand eight hundred and thirty-seven, did renounce and disclaim all the real and personal estate, trusts, powers and authorities whatsoever in and by the said will of the said Thomas Clark willed, devised, assigned and made over to him, jointly with the said Samuel Street and Robert Grant, and all trusteeship

thereof, and all rights, powers and authorities thereunto belonging or in anywise relating to or annexed.

And whereas the said Robert Grant since the making of the said will and the renunciation of the said James Hamilton hath departed this life, leaving the said Samuel Street him surviving. And whereas the said Thomas Clark, at the time of his death, was seized of or well entitled to the lands and tenements hereinafter mentioned upon the trusts and to and for the ends, intents and purposes expressed and declared of and concerning the same.

And whereas the said Samuel Street as surviving trustee and executor as aforesaid, did by indenture of bargain and sale, bearing date on or about the fifth day of July, in the year of Our Lord one thousand eight hundred and forty-two, grants, bargain, sell, relinquish, release and quit claim unto the above named Charles Baby and William Baby (among others) certain parcels or tracts of land in the Township of Delaware, hereinafter more particularly described. And whereas the said Henry Raymond Baby in his lifetime entered into a certain agreement with Samuel Peters Jarvis, Chief Superintendent of Indian Affairs, for the surrender of the said lands to the Crown for the use and benefit of the Oneida Tribe of Indians, formerly of the State of New York, in the United States of America, now settled on the said lots, and their lands contiguous in the Township of Delaware, in the District of London and Province aforesaid, and so soon as he should receive from the said Samuel Street, surviving trustee and executor of the estate of the late Thomas Clark, a re-conveyance of the same. And whereas, the said Henry Raymond Baby departed this life before the execution of such deed or instrument. And whereas the said Charles Baby and William Baby are desirous of fulfilling the contract entered into by the late Henry Raymond Baby, and of surrendering to the Crown the said lands in the Township of Delaware, hereinafter more particularly described.

Now KNOW YE that the said Charles Baby and William Baby, for several good causes and considerations them thereunto moving, and also for and in consideration of five hundred and twenty-five pounds of lawful money of the Province of Canada, to them in hand well and truly paid by Our Sovereign Lady the Queen, at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, surrendered and yielded up, and by these presents do grant, surrender and yield up unto Our present Sovereign Lady the Queen's Most Excellent Majesty, Her heirs and successors, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Delaware in the County of Middlesex, in the London District and Province of Canada, containing three hundred acres, be the same more or less, which said three hundred acres of land are known as lot number seventeen in Concession D, and the broken front of lot number seventeen in Concession C, in the said Township of Delaware, and thus described, that is to say : Commencing at the northernmost angle of the said lot number seventeen in the said Concession D ; then south twenty degrees, east twenty-nine chains, more or less, to lot number eighteen ; then south seventy degrees, west one hundred and thirty-five chains, more or less to the allowance for road between Concessions B and C, then north twenty degrees, west to the River Thames, then northerly along the River Thames, up stream to lot number sixteen, then north seventy degrees, east to the place of beginning, and including the public allowance for road between Concessions C and D, and also all and singular that other tract or parcel of land and premises situate, lying and being in the said Township of Delaware, and known as lot number twenty-two in Concession C, of the said Township of Delaware, containing two hundred acres, be the same more or less, which said two hundred acres of land are thus described, that is to say : Commencing at the northerly angle of said lot number twenty-two, then south seventy degrees, west sixty-five chains seventy links, more or less, to the allowance for road between Concessions B and C, then south twenty degrees, east twenty-nine chains, eighty links, more or less, to lot number twenty-three, then north seventy degrees, east sixty-five chains seventy links, more or less to the allowance for road between Concessions C

and D, then north twenty degrees, west twenty-nine chains eighty links, more or less, to the place of beginning.

Together with all and every of the houses, outhouses, buildings, erections, fences, improvements, ways, waters, profits, commodities, hereditaments and appurtenances on the said parcels, tracts or lots of land, or any or either of them, erected, lying and being or thereto belonging or in anywise appertaining. And the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part and parcel thereof with the appurtenances. And also all the estate, right, title, interest, trust, property, claim and demand whatsoever, either at law or in equity, of them the said Charles Baby and William Baby, of, in, to or out of the same and every part thereof, with the appurtenances either by virtue of the above recited will or otherwise howsoever. To have and to hold all and singular the said parcels or tracts of land and premises hereinbefore described, with the appurtenances, unto Our said Sovereign Lady the Queen, Her heirs and successors, to the only proper use benefit and behoof of Our said Sovereign Lady the now Queen, Her heirs and successors forever. Together with the letters patent or grant of the said parcels or tracts of land under the Great Seal of the Province of Upper Canada. And the said Charles Baby and William Baby do hereby for themselves, their heirs, executors and administrators, and for every of them, covenant, promise and agree to and with Our Sovereign Lady the Queen, Her heirs and successors, by these presents in manner and form following, that is to say :—

That neither the said Henry Raymond Baby, deceased, in his lifetime, nor any of his ancestors, nor any person through whom he claims, nor the said Charles Baby and William Baby, nor any person through whom they claim, have or hath made, done, committed, or wittingly or willingly suffered any act, deed, matter or thing whatsoever, whereby or by means or occasion whereof the hereby granted and surrendered premises or any part thereof are, is, shall or may be in any wise impeached, charged or incumbered in title, charge estate, or otherwise howsoever. And also that they the said Charles Baby and William Baby, and all and every other person and persons having or lawfully claiming, or who shall or may have or lawfully or equitably claim at any time or times hereafter any estate, right, title, trust or interest of, in, or to the said several parcels or tracts of land and premises with the appurtenances, by, from or under the said Henry Raymond Baby, Charles Baby or William Baby, or their or either of their ancestors, or any person through whom they or either of them claim or any of them shall and will from time to time and at all times hereafter, make, do, acknowledge, levy, suffer and execute or cause or procure to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances and assurances in the law whatsoever for the further better and more perfect and absolute granting, conveying, surrendering, yielding up and assuring unto Our Sovereign Lady the Queen, Her heirs and successors, the said several parcels or tracts of land and premises, with the appurtenances, unto and to the use of Our said Sovereign Lady the Queen, Her heirs or successors, as by our Sovereign Lady the Queen, Her heirs and successors or Her or their counsel learned in the law shall be lawfully and reasonably devised or advised and required.

IN WITNESS WHEREOF the said Charles Baby and William Baby have to these presents set and put their hands and seals the second day of June, in the year of Our Lord one thousand eight hundred and forty-four, and in the seventh year of Her Majesty's reign.

Signed, sealed and delivered by the
within named Charles Baby and Wil-
liam Baby in the presence of: }

CHARLES BABY, [L.S.]
WILLIAM BABY. [L.S.]

EDW. B. PALMER,
JNO. BLACK,
R. STEWART WOODS.

OFFICE OF THE SECRETARY OF STATE FOR CANADA,
REGISTRAR'S BRANCH, OTTAWA, 17th April, 1868.

I hereby certify that this surrender has this day been entered on the records of this office in Lib. C. S., Folio 314.

HECTOR L. LANGEVIN,
Secretary of State and Registrar for Canada.

DEPARTMENT OF THE SECRETARY OF STATE,
REGISTRAR'S BRANCH, OTTAWA, 8th January, 1887.

I hereby certify the within to be a true and faithful copy of the record of the original surrender to the Crown, as entered in Liber C. S., Folio 314.

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 233.

THIS INDENTURE, made the twentieth day of December, in the year of Our Lord one thousand eight hundred and forty-eight, between Charles Baby, of the Town of Sandwich, in the Western District of the Province of Canada, Esquire, of the first part, Mary Baby (wife of the said Charles Baby), of the second part, and Her Most Gracious Majesty and Sovereign Lady, Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the third part.

Whereas, the Honourable James Baby, then of York (now called Toronto), in the Home District, departed this life in or about the month of February, one thousand eight hundred and thirty-three, being seized in fee simple in possession of (among divers other hereditaments) the lands and premises in Delaware, hereinafter mentioned and described, and intended to be hereinafter granted and released, with their appurtenances, having first duly made and published his last will and testament in writing, properly executed for passing real estate, bearing date on or about the fifth day of July, one thousand eight hundred and twenty-three, whereby he devised the residue of his lands and hereditaments (of which those hereinafter granted formed part) to certain executors and trustees for the benefit of his six children, share and share alike, of whom John Edward Baby, hereinafter mentioned, was one, and the said will was afterwards duly proved in the proper Court at Toronto aforesaid.

And Whereas, the said children, after they had attained their respective majorities, came to an agreement among themselves many years ago to divide the said lands of the said testator by lot, and on such division the lands in Delaware, hereinafter described, fell to and became the property and inheritance of the said John Edward Baby, who has been deemed the owner thereof for many years past. And Whereas, the said John Edward Baby was, under and by virtue of a commission "De Lunatico inquirendo," issued from the Court or Chancery of Upper Canada some time ago, found and declared to be a lunatic, and by an order of that court, bearing date the fifteenth day of February, one thousand eight hundred and forty-four, the Vice-Chancellor (Jamieson), ordered that the said Charles Baby should be appointed committee of the person and estate of the said lunatic, the particulars whereof will fully appear on reference to the proceedings filed of record in the said court, and the said Charles Baby has duly acted as such committee. And Whereas the said John Edward Baby, is still living, but is wholly incapable of managing his own affairs and is still a lunatic, and therefore incompetent to execute these presents.

And Whereas, James Baby, of the City of Toronto, Esquire (who was the eldest son of the said Honourable James Baby) would be the heir-at-law of the said John

Edward Baby, if he survived the said John Edward Baby, the latter of whom is incapable of making a will. And whereas, the said Charles Baby some time since contracted and agreed with Joseph B. Clench, Esquire (then styled Superintendent of Indian Affairs in the London District of the said Province) to sell and convey to him (for and on behalf of the Chiefs and Principal Men of the Oneida Tribe of Indians, settled in the Township of Delaware aforesaid) the lands, hereditaments and premises hereinafter mentioned and described, and intended to be hereinafter granted and released, with the appurtenances, and he thereupon duly made and executed unto the said Joseph B. Clench his certain bond or obligation in writing under his hand and seal, of which the following is a copy : " Know all men by these presents, that I, Charles Baby, of the Town of Sandwich, in the Western District of the Province of Canada, Esquire, am held and firmly bound unto Joseph B. Clench, of the Township of Delaware, in the London District of the said Province of Canada, Esquire, Superintendent of Indian Affairs, and his successors in office, in the penal sum of six hundred pounds of lawful money of the Province aforesaid, to be paid to the said Joseph B. Clench and to his successors in office, for which payment well and truly to be made I bind myself, my heirs, executors and administrators firmly by these presents, sealed with my seal, dated at Montreal this twenty-third day of June, one thousand eight hundred and forty-six. The condition of this obligation is such, that if the above bound Charles Baby, his heirs, executors or administrators do and shall well and truly convey, or cause to be well and truly conveyed unto the said Joseph B. Clench, as such Superintendent as aforesaid, and his successors in office, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Delaware, in the London District aforesaid, and known as the east half of lot number 'twenty-one' in Concession B, and lot number 'twenty-two' in Concession B, containing in all three hundred acres, by a deed in fee simple free from all incumbrances within the period of one year from that date, then this obligation is to be void, or else to remain in full force, virtue and effect."

" And provided the said Joseph B. Clench as such Superintendent as aforesaid shall pay, or cause to be paid unto the said Charles Baby, the sum of three hundred pounds on the delivery of this obligation." And whereas the said Joseph B. Clench duly paid unto the said Charles Baby the said sum of three hundred pounds mentioned in the proviso at the end of the said bond, and the said Chiefs and Principal Men of the Oneida Tribe of Indians were then let into and have ever since had full possession of the said lands, hereditaments and premises. And whereas the said James Baby being desirous of confirming the said sale to the said Joseph B. Clench, did on the eighteenth day of May, one thousand eight hundred and forty-six, duly execute under his hand and seal a certain deed to or in favour of the said Charles Baby in the following words (that is to say) : " Whereas, Charles Baby, of the Town of Sandwich, in the Western District, Esquire, has been appointed a committee of the person and real estate of John Edward Baby, a lunatic, by a decree of the Court of Chancery, of the Province of Upper Canada : And whereas, I, James Baby, of the City of Toronto, in the Home District, Esquire, being the heir-at-law of the said John Edward Baby, desire that all further proceedings, should be staid in the said court, for the purpose of saving costs, and at the same time to consent with the rest of the heirs of my late father, the Honourable James Baby, that the person and estate of the said John Edward Baby should be put under the control of the said Charles Baby, in order that he may sell and dispose of any of the said real estate as he may think proper, and to such person as he may think best, and for such price or prices as he thinks proper, now I do by these presents ratify and confirm all acts done and to be hereafter done by the said Charles Baby in the premises."

A memorial of which said deed was duly registered in the County of Middlesex, in the London District, on the third day of October, one thousand eight hundred and forty-six, as will appear on reference to the records in the Registrar's office there.

And whereas, the said Joseph B. Clench hath (by an endorsement on these presents) requested the said Charles Baby to make and execute a proper conveyance of

the said lands and premises to Her said Majesty in full satisfaction of the condition of the said Charles Baby's bond, with which request the said Charles Baby hath agreed to comply.

Now this Indenture witnesseth, that for the purpose of carrying the said agreement into effect and in consideration of the said sum of three hundred pounds having been so paid and advanced by the said Joseph B. Clench (as Superintendent as aforesaid) to the said Charles Baby, as is hereinbefore mentioned and recited (which fact and payment the said Charles Baby doth hereby admit and acknowledge), and also in consideration of five shillings to the said Charles Baby now paid by Her Majesty (the receipt whereof is hereby acknowledged), he, the said Charles Baby (at the request of the said Joseph B. Clench, testified by his signing the indorsement on this deed) hath granted, bargained, sold, aliened, released and conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto Her said Majesty the Queen, and to Her heirs and successors for ever, all those certain parcels, or tracts of land, situate, lying and being in the Township of Delaware, in the London District, known and described as the east half of lot number "twenty one," in Concession B, in the Township of Delaware aforesaid.

And also lot number "twenty-two," in the same concession and township, in the County of Middlesex, and London District aforesaid, containing in the whole three hundred acres (be the same more or less), all which said lands and hereditaments are now in the tenure and occupation of the said Oneida Indians or their under tenants; together with all houses, outhouses, edifices, buildings, woods, underwoods, waters, watercourses, ways, rights, privileges, members and appurtenances whatsoever, to the said lands, hereditaments and premises belonging, or in any wise appertaining or reputed to belong thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits of the said hereditaments and premises, and every part thereof, and all the estate, right, title, use, trust inheritance, interest, property, possession, benefit, claim and demand whatsoever, both at law and in equity, of him the said Charles Baby, of, in, to and out of the said lands, hereditaments and premises and every part and parcel thereof. To have and to hold the said lands, hereditaments and premises hereinbefore granted, with their rights, members and appurtenances unto Her said Majesty Queen Victoria, Her heirs and successors, freed and discharged from all incumbrances whatsoever, in trust, nevertheless, to and for the use, benefit and behoof of Moses Schuyler (Head Chief) Abraham W. Sickles, Cornelius Ireland, William Day, William Ehn, Elijah Williams and August Cornelius, Chiefs and Principal Men of that part of the Oneida Tribe of Indians settled in the Township of Delaware aforesaid, and their heirs. And the said Charles Baby doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree with and to Her said Majesty the Queen, Her heirs and successors, in manner following (that is to say): That he, the said Charles Baby, hath now in himself good right, full power and lawful and absolute authority to grant, bargain, sell, release and convey the said lands, hereditaments and premises with the appurtenances, in the manner aforesaid, unto Her said Majesty, Her heirs and successors in trust aforesaid, and according to the true intent and meaning of these presents. And also that the same lands and hereditaments are free from all incumbrances whatsoever, made, done or committed by him, the said Charles Baby, or the said John Edward Baby, or any of their, or either of their ancestors, or any person or persons claiming through or under him, them, or any of them, and also from all judgments, extents and executions. And also that Her said Majesty, Her heirs and successors, and every other person and persons claiming under Her or them, shall and may from time to time, and at all times hereafter, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said hereditaments and premises, with the appurtenances, without any let or hindrance of him the said Charles Baby, his heirs or assigns, or any person or persons claiming under him, or them or any of them.

And further, that he, the said Charles Baby, and his heirs, and all and every

other persons and person, and his and their heirs, having or lawfully claiming any estate, right, title, trust or interest of, in, to or out of the said lands, hereditaments and premises, hereinbefore granted or intended so to be, by, from, through or under him or them, or any of them, shall and will at all times hereafter, upon the reasonable request of Her said Majesty, Her heirs and successors, Her cestuique trusts make, do and execute, or cause and procure to be made, done or executed, all and every such further and other acts and deeds for the further, better and more perfect granting, conveying and assuring all and singular the said hereditaments and premises with the appurtenances unto the said Queen, Her heirs and successors, in trust as aforesaid as by Her said Majesty, Her heirs and successors, or Her or their counsel in the law, shall be reasonably advised and required.

And this Indenture also witnesseth that the said Mary Baby (wife of the above named Charles Baby), for the considerations aforesaid, and also in consideration of ten shillings, now paid to her by the said Queen (the receipt whereof is hereby acknowledged), hath remised, released, and forever relinquished, and by these presents doth remise, release and forever relinquish unto Her said Majesty the Queen, Her heirs and successors, all dower, right and title to or in dower whatsoever, which she, the said Mary Baby, in the event of her surviving her present husband, the said Charles Baby, may, can, or might, or of right ought to have, claim or demand in, to or out of the lands, hereditaments and premises hereinbefore bargained and sold, or intended so to be, with their appurtenances or any part thereof, and all and all manner of actions and suits, writ and writs of dower, both at law and in equity whatsoever, for or in respect of the same hereditaments and premises, and every or any part thereof.

IN WITNESS WHEREOF, the said Charles Baby and Mary, his wife, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered)	CHAS. BABY,	[L.S.]
in presence of }	MARY BABY.	[L.S.]
JOHN PRINCE, The Park Farm, W.D.,		
CHARLES WIGGINS, of Sandwich, Gent.		

I do hereby request the within named Charles Baby to make and execute the condition of his bond to me (within mentioned), to Her Majesty Queen Victoria, Her heirs and successors, in trust for the Oneida Indians, as within mentioned, in lieu of to me.

Witness my hand this 19th December, 1848.

Witness:	}	J. B. CLENCH,
ROBT. F. KEAYS.	}	<i>Superint. Indian Affairs.</i>

I hereby certify that a memorial of the within deed was recorded in the office of Registrar for the County of Middlesex, the 19th day of March, A.D. 1849, at twenty minutes past eleven o'clock a.m., in Lib. A for Delaware, Folio 78.

JOHN PRINCE, Q.C.,	H. BURWELL,
The Park Farm, Sandwich.	<i>Registrar.</i>

OFFICE OF THE SECRETARY OF STATE FOR CANADA,
REGISTRAR'S BRANCH, OTTAWA, 27th April, 1868.

I hereby certify that this Indenture has this day been entered on the records of this office in Lib. C.S., Folio 341.

HECTOR L. LANGEVIN,
Secretary of State and Registrar of Canada.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 8th January, 1887.

I hereby certify the within to be a true and faithful copy of the record of the original deed of conveyance to the Crown as entered in Liber C.S., Folio 341.

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 234.

We, Thomas Mercer Jones, of the Town of Goderich, County of Huron, Huron District and Province of Canada, and Frederick Widder, of the City of Toronto, County of York, Home District and Province aforesaid, Esquires, the attornies of the said Canada Company, incorporated under and by virtue of an Act made and passed in the sixth year of the reign of His Majesty King George the Fourth, entitled: "An Act to enable His Majesty to grant to a Company, to be incorporated by Charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada, and to invest the said Company with certain powers and privileges, and for other purposes relating thereto," being constituted and appointed such attornies by virtue and in pursuance of an Act passed in the ninth year of the reign of His Majesty King George the Fourth, entitled: "An Act to alter and amend an Act for enabling His Majesty to grant to a Company, to be incorporated by charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada," do hereby, in consideration of the sum of two hundred and seventy-five pounds lawful money of the Province of Canada, to us, as such attornies, as aforesaid, paid by Samuel P. Jarvis, Chief Superintendent of Indian Affairs, grant and release, yield up and surrender unto Our Sovereign Lady Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and to Her heirs and successors, all that certain parcel or tract of land situate as follows: Composing lots twenty-one and twenty-three, in Concession C, of the Township of Delaware, County of Middlesex, London District and Province of Canada aforesaid, containing by admeasurement four hundred acres of land, be the same more or less, and all the right, title and interest of the said Canada Company to and in the same and every part thereof, to have and to hold unto Our said Lady the Queen, Her heirs and successors forever.

IN WITNESS WHEREOF, we the said Thomas Mercer Jones and Frederick Widder have hereunto subscribed our hands, as attornies of the said Canada Company, and affixed our seal of office at the City of Toronto, in the Province of Canada, this twelfth day of March, in the year of Our Lord one thousand eight hundred and forty-two.

Signed, sealed and delivered)
in presence of: }

DONALD McDONALD,

THOS. COLLIER.

THOS. MERCER JONES, [L.S.]
FREDK. WIDDER. [L.S.]

Received the above deed with memorial 24th day of March, 1842.

SAML. P. JARVIS,

Ch. S. I. Affairs.

We certify that the above is a true and correct copy of a deed of surrender to Her Majesty the Queen, dated as above, and recorded in Vol. 13, folio 147, of Deeds.

HERBERT HAMILTON,

C. G. HALLSWELL.

J. MICHEL,

No. 235.

PROVINCE OF CANADA.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, QUEEN, Defender of the Faith.

To all to whom these presents shall come,—GREETING:

Whereas, in the year of Our Lord one thousand eight hundred and forty, certain Indians of the Oneida Tribe, to the number of four hundred and thirty-six persons, having a purpose and desire to

Grant to the Oneidas, of the River Thames, 400 acres, Township of Delaware,, County of Middlesex. Recorded 4th April, 1867. Dep. Prov. Reg.

become subjects of the British Crown, did emigrate from the United States of America and become inhabitants of the Township of Delaware, in the County of Middlesex, in the western section of our Province of Canada. And did, thro' the instrumentality of the officers of the Indian Department, purchase

with moneys provided by themselves, the said Oneida Indians, from certain individuals various lands in the said Township of Delaware to the extent of five thousand four hundred acres, and of which the greater part have, by deeds and conveyances made to Us, Our heirs and successors, in trust to and for the sole use and benefit of the said Oneida Indians and their children and descendants in all time to come, become vested in Us, Our heirs and successors in trust as aforesaid.

And whereas, under permission of an Order, of Our Executive Council, a sale was, in the year of Our Lord one thousand eight hundred and fifty-six, made for the benefit and advantage of the said Indians by Our Commissioner of Crown Lands of certain clergy reserve lands, consisting of lots number twenty and twenty-three, in Concession D, in the aforesaid Township of Delaware, containing by admeasurement four hundred acres, and for which payment in full has been duly made by the said Indians to our said Commissioner of Crown Lands.

Now KNOW YE, that we, for the purpose of assuring in perpetuity to the said Oneida Indians and their children and descendants in all time to come the full enjoyment, advantage and benefit of the said lots numbers, twenty and twenty-three in Concession D, in the said Township of Delaware, do, by these presents, declare that we hold the said land, being lots twenty and twenty-three aforesaid, in trust to and for the sole use and benefit of the said Indians, now known as the Oneidas of the River Thames.

Given under the Great Seal of Our Province of Canada; witness, our trusty and well-beloved Sir John Michel, K.C.B., Administrator of the Government of the Province of Canada, and Lieutenant-General commanding Our forces therein, &c., &c., &c.

At Ottawa, this eighth day of March, in the year of Our Lord one thousand eight hundred and sixty-seven, and in the thirtieth year of Our reign.

By command of His Excellency in Council.

A. RUSSELL,
Assistant Comr. of Crown Lands.

E. PARENT,
Asst. Secretary.

Ref. No. 3620.	} J. L.
Sale No. 3820.	

No. 236.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Wyandott Band of Indians, resident on our reserve in the Township of Anderdon, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever all and singular, that certain parcel or tract of land and premises situate, lying and being in the Township of Anderdon, in the County of Essex and Province of Ontario, containing by admeasurement fifty acres, be the same more or less, and being composed of the north half of the south half of lot number seven in the third concession of the said Township of Anderdon.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said Wyandott Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise

to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the sale and disposal of the said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this sixteenth day of December, in the year of Our Lord one thousand eight hundred and eighty-six.

Signed, sealed and delivered }
in the presence of, having }
been read and explained }
before signature: }

EBENEZER WATSON,
JOSEPH WARROW.

JAMES CLARK, [L.S.]
his
WILLIAM x HUNT. [L.S.]
mark.

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF ESSEX. }
To Wit: }

Personally appeared before me Ebenezer Watson, of the Town of Sarnia, in the Province of Ontario, Indian Lands Agent, and James Clark, member of the said Band of Indians.

And the said Ebenezer Watson for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Wyandotts of Anderdon of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at such council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said James Clark says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians, summoned for that purpose, according to their rules, and held in the presence of the said Ebenezer Watson.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents }
Ebenezer Watson and James Clark, }
at the Town of Windsor, in the }
County of Essex, this 16th day of }
December, A.D. 1886. }

EBENEZER WATSON,
JAMES CLARK.

C. R. HORNE,

Judge of the County Court of the County of Essex.

Recorded 17th February, 1887. }
Liber 117, Folio 147. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 237.

ARTICLES OF A TREATY made and concluded the ninth day of September, in the year of Our Lord one thousand eight hundred and eighty-six :

Between James Farquarson McLeod, C.M.G., a Commissioner duly appointed on behalf of Her Majesty the Queen of the one part, and the Blood Indians in council, composed of a majority of the male members of the Blood Band of the full age of twenty-one years old and upwards, assembled and duly called together for the purpose of considering and treating upon the subject hereinafter set forth, of the other part, Witnesseth :

Whereas, by articles of a treaty made and concluded the second day of July, in the year of Our Lord, 1883, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners the Honourable Edgar Dewdney and James Farquarson McLeod, C.M.G., of the one part, and the Blood Indians, by their Head and Minor Chiefs in council, of the other part, which treaty was afterwards, by the majority of the male members of the said Blood Band of Indians of the full age of twenty-one years assembled in council, ratified and confirmed, as witnessed by a certain instrument bearing date the first day of February, A.D., 1884, made by Mekasto, the Chief of the said Blood Indians, as by reference thereto will more fully appear.

Her Majesty the Queen, by Her said Commissioners, did grant unto the said Blood Indians all that certain tract of land in the North-West Territories of Canada, butted and bounded as follows, that is to say : Commencing on the north bank of the St. Mary's River at a point in north latitude forty-nine degrees twelve minutes and sixteen seconds ($49^{\circ} 12' 16''$) ; thence extending down the said bank of the said river to its junction with the Belly River ; thence extending up the south bank of the latter river to a point thereon in north latitude forty-nine degrees twelve minutes and sixteen seconds ($49^{\circ} 12' 16''$) ; and thence easterly along a straight line to the place of beginning, excepting and reserving from out the same any portion of the north-east quarter of section number three in township number eight, in range twenty-two, west of the Fourth Principal Meridian, that may be within the above-mentioned boundaries.

And whereas the said north-east quarter of section three was by mistake mentioned in the said treaty, instead of the north-west quarter of the said section, as excepted from the tract of land so granted as aforesaid.

Now these Articles witness, that the parties hereto have agreed, and they do hereby agree, that the said north-west quarter of section three in the township and range aforesaid be the land excepted from the tract of land hereinbefore described, instead of the north-east quarter of the said section ; and that the tract of land hereinbefore described, with the exception last mentioned, shall be and form the reservation granted to the said Blood Indians by Her Majesty the Queen, as fully and effectually as if the said north-east quarter of section three had not been particularly mentioned in the said treaty.

IN WITNESS WHEREOF, the said James Farquharson McLeod, and at the unanimous request of the said council, Mekasto, Chief of the said Blood Indians and member of the said council, have hereunto set their hands and affixed their seals on the day and year first above written, at the Blood Reserve, in the said Territories.

Signed, sealed and delivered)
in the presence of : {
WM. POCKLINGTON,
D. MILLS,
Interpreter.
M. KERRIGAN.

JAMES MACLEOD, [L.S.]
Comr.
his
MEKASTO x (RED CROW). [L.S.]
mark.

DOMINION OF CANADA,
NORTH-WEST TERRITORIES.
To Wit: }

I, Mekasto (Red Crow), Head Chief of the Blood Band of Indians, make oath and say :

That I was present and entitled to vote at a council composed of a majority of the male members of the Blood Band of the full age of twenty-one years, duly called to consider and rectify a mistake which was made in the description of the Blood reservation, contained in the treaty dated the second day of July, A.D. 1883, held at the Blood Reserve on the ninth day of September, A.D. 1886.

That the members of the said council unanimously assented to the correction of the mistake made in the said treaty, as set forth in the articles of treaty hereto annexed, after the matter had been thoroughly explained.

Sworn before me at the Blood Reserve }
this ninth day of September, in the }
year of Our Lord 1886. }

MEKASTO ^{his} x (RED CROW).
mark.

JAMES MACLEOD,
S. M., N. W. T.

CANADA,
NORTH-WEST TERRITORIES.
To Wit: }

I, James Farquharson Macleod, of Fort Macleod, in the North-West Territories, Esquire, a Commissioner duly appointed to treat with the Blood Indians as set forth in the articles of treaty hereto annexed, make oath and say :

That I was present at a council of the said Blood Indians composed of a majority of the male members of the Blood Band of the full age of twenty-one years, held at the Blood reservation on the ninth day of September, in the year of Our Lord 1886, and duly called together for the purpose of considering the matter of the said treaty.

That the said council unanimously assented to the said treaty, and requested and authorized Red Crow, the Head Chief of the said Band, to execute the said treaty for them, and the said Red Crow did accordingly, in my presence and in presence of the said council, execute the same.

JAMES F. MACLEOD.

Sworn before me at the Town of }
Regina, the North-West Terri- }
tories, this eleventh day of No- }
vember, in the year of Our Lord }
1886. }

HUGH RICHARDSON,
Stip. Mag., N. W. T.

Recorded 6th February, 1887. }
Lib. 106, Folio 624. }

L. A. CATELLIER,
Dep. Registrar General of Canada.

No. 238.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the River Desert Indians resident on our reserve in Maniwaki, in the Province of Quebec and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council Assembled, do hereby release, remise, surrender,

quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate lying and being near the Village of Maniwaki, in the County of Ottawa and Province of Quebec, containing by admeasurement five acres, be the same more or less, and being composed of that portion of lot number four, Desert Front range, lying between the land leased to Hamilton Bros. and the Desert River, near the said Village of Maniwaki.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to lease the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said The River Desert Indians, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the leasing of the said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this second day of August, in the year of Our Lord one thousand eight hundred and eighty-six.

Signed, sealed and delivered }
in the presence of }

PETER x TENESCO,
Head Chief.
JACK x McDUGALL,
Sub-Chief.
JOHN x McDUGALL,
Interpreter.

his	PETER x TENESCO, <i>Chief.</i>	[L.S.]
mark.	CHAKO McDUGALL, <i>Sub-Chief.</i>	[L.S.]
	JOHN McDUGALL, <i>Interpreter.</i>	[L.S.]
	ONE INDIAN,	[L.S.]
his	ALEX. x OTTAWA,	[L.S.]
mark.		
his	LOUIS COMONDO, x	[L.S.]
mark.		
his	XAVIER x APEGON,	[L.S.]
mark.		
his	SIMON x TENESCO,	[L.S.]
mark.		
his	CHARLES x COMONDO,	[L.S.]
mark.		
his	LEMAB x PEZZENDEWATCH,	[L.S.]
mark.		
his	FRANK x CEWART,	[L.S.]
mark.		
his	JOHN x WHITEDUCK,	[L.S.]
mark.		
his	FRANK x SHEMETTE,	[L.S.]
mark.		
his	JOSEPH x LEVEQUE,	[L.S.]
mark.		
	OTJIK,	[L.S.]

JACKO x DE CONTIER,	his mark.	[L.S.]
JOHN BONE x COMONDO,	his mark.	[L.S.]
JOHN BAPTISTE x JABOT,	his mark.	[L.S.]
PA-NA-SA-WE-MAGS,		[L.S.]
WILLIAM x JABOT,	his mark.	[L.S.]
JOHN BERNARD, x	his mark.	[L.S.]
JOSEPH MINESS,		[L.S.]
BASILE OTJIK,		[L.S.]
LEMAB x WATAGEN,	his mark.	[L.S.]
SIMON MICHEN, x	his mark.	[L.S.]

I certify that the signatures above and marks made were affixed in my presence.

JAMES MARTIN,

Indian Agent.

MANIWAKI, 20th Aug., 1887.

DOMINION OF CANADA,
PROV. OF QUEBEC,
COUNTY OF OTTAWA.
To Wit:

}

Personally appeared before me James Martin, Indian Agent of the River Desert Band of Indians in the Province of Quebec, and Peter Tenesco, Chief of the said Band of Indians.

And the said James Martin for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Maniwaki Reserve, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose, and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such meeting or council by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Peter Tenesco says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians, summoned for that purpose, according to their rules, and held in the presence of the said Peter Tenesco.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents James Martin and Peter Tenesco, at the Township of Maniwaki, in the County of Ottawa, this twenty-seventh day of January, A.D. 1887.

JAMES MARTIN,
Indian Agent.

PETER ^{his} x TENESCO, *Chief.*
mark.

J. L. L. JULIEN,

District Magistrate for the Districts of Ottawa and Terrebonne.

Recorded 28th March, 1887. }

Lib. 106, Folio 666. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 239.

ARTICLES OF SUBMISSION AND AGREEMENT made at Boston, in New England, by Sauquaaram *alias* Loron Arexus, François Xavier and Meganumbe, delegates from Penobscott, Naridgwack, St. Johns, Cape Sables and other tribes inhabiting within His Majesty's territories of Nova Scotia or New England.

Whereas His Majesty King George by concession of the Most Christian King, made at the Treaty of Utrecht, is become the rightful possessor of the Province of Nova Scotia or Acadia according to its ancient boundaries : We, the said Sauquaaram *alias* Loron Arexus, François Xavier and Meganumbe, delegates from the said tribes of Penobscott, Naridgwack, St. Johns, Cape Sables and other tribes inhabiting within His Majesty's said territories of Nova Scotia or Acadia and New England, do, in the name and behalf of the said tribes we represent, acknowledge His said Majesty King George's jurisdiction and dominion over the territories of the said Province of Nova Scotia or Acadie, and make our submission to His said Majesty in as ample a manner as we have formerly done to the Most Christian King.

And we further promise on behalf of the said tribes we represent that the Indians shall not molest any of His Majesty's subjects or their dependants in their settlements already made or lawfully to be made, or in their carrying on their traffick and other affairs within the said Province.

That if there happens any robbery or outrage committed by any of the Indians, the tribe or tribes they belong to shall cause satisfaction and restitution to be made to the parties injured.

That the Indians shall not help to convey away any soldiers belonging to His Majesty's forts, but on the contrary shall bring back any soldier they shall find endeavouring to run away.

That in case of any misunderstanding, quarrel or injury between the English and the Indians no private revenge shall be taken, but application shall be made for redress according to His Majesty's laws.

That if the Indians have made any prisoners belonging to the Government of Nova Scotia or Acadie during the course of the war they shall be released at or before the ratification of this treaty.

That this treaty shall be ratified at Annapolis Royal.

Dated at the Council Chamber in Boston, in New England, this fifteenth day of December, *Anno Domini* one thousand seven hundred and twenty-five, *Annoq. Regni Regis Georgii, Magnæ Britanniae, &c., Duoddecimo.*

Signed, sealed and delivered in the presence of the Great and General Court or Assembly of the Province of the Massachusetts Bay.

SANQUAARAM (totem) *alias* LORON. [L.S.]
AREXUS (totem). [L.S.]
FRANÇOIS XAVIER (totem). [L.S.]
MEGANUMBE (totem). [L.S.]

Attests: J. WILLARD, *Secry.*

We, the underwritten Chiefs and others of the St. Johns, Cape Sables and other tribes of Indians inhabiting within this His Majestie's Province of Nova Scotia or Acadia having had the several articles of the within written Instrument (being a true copy of what was signed in our behalf by Sanquaaram alias Loron AREXUS, François Xavier and Maganumbe, our delegates at the Treaty of Peace concluded at Boston) distinctly read over, faithfully interpreted and by us well understood, do hereby for ourselves and in behalf of our respective tribes consent to ratifie and confirm all the within mentioned articles and that the same shall be binding to us and our heirs forever to all intents and purposes.

IN WITNESS WHEREOF, we have signed, sealed and delivered these presents to the Honourable Lieut.-Governor in the presence of several officers belonging to His Majestie's troops and other gentlemen underwritten.

Done at the Fort of Annapolis Royal, in Nova Scotia, this thirteenth day of May, in the first year of the reign of Our Sovereign Lord, George the Second, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c., Annoq. Domini, 1728.

In the presence of

FRS. ALDRIDGE,
HEN. DANIELL,
REY. NUGENT,
OTHO HAMILTON,
RICHARD BULL,
JNO. HANDFIELD,
ROBERT WROTH,
CHAS. ALDRIDGE,
L. NATTS,
SAML. COTTNAM,
F. MANGEAN,
JOSEPH BISSELL,
WM. ARMSTRONG.

St. Johns River Indians.

IGNACE, (totem),	} Chiefs.	[L.S.]
MICHAEL, (totem),		[L.S.]
PIERRE x PAUL,		[L.S.]
THOMAS x ———,		[L.S.]
AUGUSTINE x GREGOIRE,		[L.S.]
CAPTAIN (totem) MOSES,		[L.S.]
GUILLEAUME, x		[L.S.]
BARNABY, (totem),		[L.S.]
FRANCIS (totem) DE SALLE,		[L.S.]
Fils de Nepavomte,		
FRANÇOIS (totem),		[L.S.]
MICHAEL (totem)		[L.S.]
FRANÇOIS x GERMAIN,		[L.S.]
FRANCIS DE SALLE (totem),	} Chiefs	[L.S.]
JOSEPH (totem),		[L.S.]
BERNARD, x		[L.S.]
JOSEPH (totem) SALLE,		[L.S.]
MITSA (totem) TAGAMISH,		[L.S.]
PAUL (totem),		[L.S.]
DENNIS,		[L.S.]
GIPSIES,		[L.S.]
FRANÇOIS, x		[L.S.]
JOSEPH (totem) OGSTER,		[L.S.]
JOSEPH x ST. AUBE,		[L.S.]
FRANÇOIS (totem),		[L.S.]
EMANUEL.		[L.S.]

ANNAPOLIS ROYAL, Sept. 24th, 1728.

Signum

x CHARLES MANDIDUPKIKE, [L.S.]
*Chief Sachem of the whole Tribe
of St. Johns Indians.*

JACQUES x MON ROUSSEM, [L.S.]
OHEUIRE OHEVOURN, [L.S.]
GREGOIRE x —, [L.S.]

poine naouer
KETOUDASKESSE MARTIN (totem) [L.S.]
rot

his
NEPUM (totem) OCCILE. [L.S.]
mark.

HALIFAX, N.S., 30th September, 1886.

I certify that the foregoing is a true copy of a treaty made at Boston on the fifteenth day of December, A.D. 1725, with the delegates from the Indian tribes of Penobscott, Naridgwack, St. John, Cape Sable and other tribes, with the ratification on the back thereof at Annapolis Royal, dated the 30th day of May, A.D. 1728, now in possession of the Government of Nova Scotia.

THOMAS B. AKINS,

Commissioner of Public Records, Province of Nova Scotia.

ARTICLES OF SUBMISSION AND AGREEMENT made at Boston, in New England, by Sanguaaram alias Loron Erexus, François Xavier and Maganucbe, delegates from the tribes of Penobscott, Naridgwack, St. Johns, Cape Sables, and other tribes of the Indians inhabiting within his Majesty's territories of Nova Scotia and New England.

Whereas, His Majesty King George, by the concession of the Most Christian King made at the Treaty of Utrecht, is become the rightful possessor of the Province of Nova Scotia or Accadie, according to its ancient boundaries: We, the said Sanguaaram alias Loron Erexus, François Xavier and Maganucbe, delegates from the said tribes of Penobscott, Naridgwack, St. Johns, Cape Sables and other tribes inhabiting within His Majesty's said territories of Nova Scotia or Accadie and New England, do, in the name and behalf of the said tribes we represent, acknowledge His said Majesty King George's jurisdiction and dominion over the territories of said Province of Nova Scotia or Accadie, and make our submission to His said Majesty in as ample a manner as we have formerly done to the Most Christian King.

And we further promise, in behalf of the said tribes we represent, that the Indians shall not molest any of His Majesty's subjects or their dependants in their settlements already or lawfully to be made, or in their carrying on their trade and other affairs within said Province.

That if there happens any robbery or outrage committed by any of the Indians the tribe or tribes they belong to shall cause satisfaction and restitution to be made to the parties injured.

That the Indians shall not help to convey away any soldiers belonging to His Majesty's forts, but on the contrary, shall bring back any soldier they shall find endeavouring to run away.

That in case of any misunderstanding, quarrell or injury between the English and the Indians no private revenge shall be taken, but application shall be made for redress according to His Majesty's laws.

That if the Indians have made any prisoners belonging to the Government of Nova Scotia or Accadie during the course of war they shall be released at or before the ratification of this treaty.

That this treaty shall be ratified at Annapolis Royall.

Dated at the Council Chamber at Boston, in New England, this fifteenth day of December, *An. Dom.*, one thousand seven hundred and twenty-five. *Annoq. Ri Ris Georgii Mag., Britan. &c., Duodecimo.*

I, Joannes Pedousaghtigh, Chief of the Tribe of Chinecto Indians, for myself and in behalf of my Tribe, my heirs and their heirs forever, and we, François Aurodowish, Simon Sactawino and Jean Battiste Maddouanhook * * * * * deputys from the Chiefs of the St. Johns Indians, and invested by them with full power for that purpose, do in the most solemn manner renew the above articles of agreement and submission, and every article thereof, with His Excellency Edward Cornwallis, Esquire, Capt. Gener'l and Governor in Chief in and over His Majesty's Province of Nova Scotia or Accadie, Vice-Admiral of the same, Colonel in His Majesty's service and one of His bed chamber. In witness whereof, I, the said Joannes Pedousaghtigh, have subscribed this treaty and affixed my seal, and we, the said François Aurodowish, Simon Sactawino and Jean Battiste Maddouanhook *

* * * in behalf of the chiefs of the Indian Tribes we represent, have subscribed and affixed our seals to the same, and engage that the said Chief shall ratify this treaty at St. Johns. Done in Chibucto Harbour the fifteenth of August, one thousand seven hundred and forty-nine.

In presence of:

L. E. HOPSON,
T. MASCARENE,
ROBT. ELLISON,
JAMES T. MERIER,
CHAS. LAWRENCE,
ED. HOW,
JOHN GORHAM,
BENJ. GREEN,
JOHN SALUSBURY,
HUGH DAVIDSON,
WM. STEELE.

Members of the Council for Nova Scotia.

JOANNES PEDOUSAGHTIGH, (totem) [L.S.]
FRANÇOIS AURODOWISH, (totem) [L.S.]
SIMON SACTAWINO, (totem) [L.S.]
JEAN BATTISTE MADDOUANHOOK, (totem) [L.S.]

The Articles of Peace on the other side, concluded at Chebucto, the fifteenth of August, one thousand seven hundred and forty-nine, with His Excellency Edward Cornwallis, Esqr., Capt. General, Governour and Commander in Chief of His Majest^{ts} Province of Nova Scotia or Accadie, and signed by our deputies, having been communicated to us by Edward How, Esqr., one of His Majest^{ts} Council for said Province, and faithfully interpreted to us by Madame De Bellisle, inhabitant of this river, nominated by us for that purpose. We the Chiefs and Captains of the River St. Johns and places adjacent do for ourselves and our different Tribes conform and ratify the same to all intents and purposes. Given under our hands at the River St. Johns this fourth day of September, one thousand seven hundred and forty-nine, in the presence of the under written witnesses.

ED. HOW, of his Majesty's Council.—
NATH. DONNELL,
JOHN WEARE,
JOSEPH WINNIETT,
JOHN WENN,
ROBERT MCKOUN,
MATT. WINNIETT,
JOHN PHILLIPPS.

MICHELL (totem) NARREYONES, *Chief*,
NNOLA (totem) NEQUIN, *Capt.*,
FRANÇOIS (totem) DE XEWIER ARCHIBANE MARGILLIE,
PIERRE (totem) ALEXANDER MARGILLIE,
AUGUSTA (totem) MEYAWET, *Maitre Clef de la Rio.*,
FRANÇOIS (totem) MAYAWYAWET, *Maitre Serure Dt.*,
RENE (totem) NEYUM,
NEPTUNE (totem) PIERRE PAUL, *Chief of Capneyneidy*,
SUAPAU (totem) PAPAULONET,
FRANÇOIS (totem) GORMAM, *Capt.*,
PIERRE (totem) BENNOIT, *Capt.*,
FRANÇOIS (totem) DRINO, *Capt.*,
RENE (totem) FILS DAMBROUS, *Capt.*

HALIFAX, NOVA SCOTIA, 30th September, 1886.

I certify that the foregoing document is a true copy and a facsimile of the original treaty written on parchment, made at Boston, on the 15th December, 1725, and the renewal of the same by the Indian deputies at Halifax, Nova Scotia (Chebucto) on the 15th August, 1749. Also, the ratification thereof by the Chiefs and Captains of the Tribes at the River St. John, on the 4th September, 1749. Indorsed thereon. In possession of the Government of Nova Scotia.

THOMAS B. AKINS,

Commr. Public Records, Nova Scotia.

By the parties to these Articles: the following Article is unanimously and reciprocally agreed upon for the more effectual preservation of the peace: That if any hostility shall be committed or offered to be committed by any Indians on any of the English subjects the Tribes who have entered into and ratified the treaty shall furnish and supply fifty Indians with a Captain of their own and the English two hundred and fifty, and so in proportion a greater or lesser number as the occasion shall require. The forces to be paid and subsisted by the English and under the conduct of such a General Officer as the English Governour may judge proper to pursue such refractory Indians either by sea or land and compell them to live peaceably and quietly with their neighbours. And if any other Tribes of Indians shall make warr upon any of the Tribes now enter'd into peace, in such a case the English shall assist them att their own cost and charge with the like proportion of men as may be necessary.

Done att the Conference att Casco Bay, this twenty-fifth day of July, in the thirteenth year of the reign of Our Sovereign Lord King George, *Annoque Domini, 1727.*

In presence of:

NATT. PAINE,
THOM. BERRY,
JOHN QUINCEY,
SAML. WILLARD,
JOSEPH WHITE,
STEPN. EASTWICK,
JOHN ALDEN,
AMOS. TURNER,
ED. SHOVE,
JOHNSON HARMAN,
JEREMIAH MOULTON,
RICHARD BOURN,
STEPN. MINOTT,
JOB LEWIS,
THOM. SMITH,
JOHN SMITH,
JOSEPH HEATH,
HENRY PHILIPPS,
JOHN FITCH,
CYPRIAN JEFFRY,
JOAN GILES,
SAML. JORDAN,
JOSEPH BANE,
PETER WEARE,
JOHN WAINWRIGHT, *Clerk Con.*

Lieut.-Govern'r of the Massacht's Bay,
WILLM. DUMMER. [L.S.]
Lieut.-Gov'r of New Hampshire,
J. WENTWORTH. [L.S.]
Comm'r's for the Govern't of Nova Scotia,
T. MASCARENE. [L.S.]
Wowenock.
his
WOOSSZAU (totem) RABOONETT, [L.S.]
mark.
his
QUINOISE (totem), [L.S.]
mark.
his
NEMADGEEN (totem), [L.S.]
mark.
OSSAU WERRAMETT, his son,
his
SAUWERRA (totem) METT, [L.S.]
mark.
Arresguntacook.
his
AUYAU (totem) MOWETT, [L.S.]
mark.
his
BAQUAHA (totem) AT, [L.S.]
mark.
his
SOUSSACK (totem) [L.S.]
mark.
ADUAWANDOCK's son Sackem of
Pegewahett.

SCHOWOSS	his (nia), mark.	[L.S.]
MAGUAIE	his (totem) WADEO, mark.	[L.S.]
BAIAUNUM	his (totem) BAUMETT, mark.	[L.S.]

Penobscott.

EGERREMETT	his (totem) mark.	[L.S.]
JOSEPH	his (totem) mark.	[L.S.]
STAWNEERESS	his (totem) mark.	[L.S.]
WEGUEHRESS	his (totem) A O HOAM mark.	[L.S.]
FRANÇOIS	his (totem) XAVIER, mark.	[L.S.]
AHENGUID	his (totem) mark.	[L.S.]
AREXIS	his (totem), mark.	[L.S.]
BATTEREMEN	his (totem), <i>Secretary</i> , mark.	[L.S.]
FRANÇOIS	his (totem) XAVIER, Jr., mark.	[L.S.]
NUDAU	his (totem) KENGEEK, mark.	[L.S.]

Norrigewocks.

SOUS SOCK	his (totem) 2nd Chief, mark.	[L.S.]
NAGATWIG	his <i>alias</i> (totem) CAPT. JOHN mark.	[L.S.]
MEDOCK	his (totem) AWANDO, mark.	[L.S.]
OGUK	his (totem) TANDO, mark.	[L.S.]
EDALL	his (totem) WEENO, mark.	[L.S.]
JOHN	his (totem) NÉGON, mark.	[L.S.]
BOOREEZ	his (totem) mark.	[L.S.]
MOXUT	his (totem), <i>Chief Sachem</i> , mark.	[L.S.]

WUWUWUWU (totem), <i>alias</i> SHEEPSWUWU	
mark.	
WUWUWU,	[L.S.]
his	
WUWUWU (totem),	[L.S.]
mark.	
WUWUWUWU (totem),	[L.S.]
mark.	
<i>WUWUWUWU.</i>	
his	
WUWUWU (totem),	[L.S.]
mark.	
<i>WUWUWUWU.</i>	
his	
WUWUWU (totem),	[L.S.]
mark.	
WUWUWU (totem) WUWUWU,	[L.S.]
mark.	
his	
WUWUWU (totem),	[L.S.]
mark.	
his	
WUWUWUWU (totem),	[L.S.]
mark.	
his	
WUWUWU (totem),	[L.S.]
mark.	
his	
WUWUWU (totem) WUWUWU,	[L.S.]
mark.	
<i>WUWUWUWU.</i>	
his	
WUWUWU (totem) WUWUWU,	[L.S.]
mark.	
his	
WUWUWU (totem) WUWUWU,	[L.S.]
mark.	
his	
WUWUWUWU, <i>alias</i> WUWUWU (totem),	[L.S.]
mark.	
his	
WUWUWU (totem),	[L.S.]
mark.	
his	
WUWUWU (totem) WUWUWU,	[L.S.]
mark.	

HALIFAX, NOVA SCOTIA, September 30th, 1886

The foregoing is a true copy and a facsimile of the original Articles of agreement with the Indians, done at the Conference at Casco Bay, on the 25th July, A.D. 1727, in possession of the Government of Nova Scotia. The original document is written on parchment, and contains seals attached to the signatures.

THOS. B. AKINS,

Comr. of Public Records, Nova Scotia.

(G.S.)

No. 240.

PROVINCE OF ONTARIO.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland

Queen, Defender of the Faith, &c., &c., &c.

To all to whom these Presents shall come.—Greeting :

Whereas The Right Honourable Sir John Alexander Macdonald, Grand Cross of the Most Honourable Order of the Bath, Member of Our Privy Council as Superintendent-General of Indian Affairs, hath contracted and agreed for the absolute purchase of the lands and tenements hereinafter mentioned and described at and for the price or sum of five hundred and seventy dollars of lawful money of Canada, and of which lands we are seized in right of Our Crown.

Now KNOW YE, that in consideration of the said sum of five hundred and seventy dollars well and truly paid to Our use, at or before the sealing of these Our letters patent, We have granted and by these presents do grant unto the said The Right Honourable Sir John Alexander Macdonald, Grand Cross of the Most Honourable Order of the Bath, Member of Our Privy Council, as Superintendent General of Indian Affairs, and to successors in office, in trust for the sole use and benefit of the Oneida Indians of the River Thames, all that parcel or tract of land situate, lying and being in the Township of Delaware, in the County of Middlesex, in the Province of Ontario, containing by admeasurement one hundred and ninety acres, be the same more or less, which said parcel or tract of land may be otherwise known as follows, that is to say, being composed of lot number twenty-three in Concession B of the said Township of Delaware.

TO HAVE AND TO HOLD the said parcel or tract of land, hereby granted, unto the said The Right Honourable Sir John Alexander Macdonald, Grand Cross of the Most Honourable Order of the Bath, Member of Our Privy Council, as Superintendent General of Indian Affairs, and to successors in office, in trust for the sole use and benefit of the Oneida Indians of the River Thames ; saving, excepting and reserving nevertheless unto Us, Our heirs and successors, the free uses, passage and enjoyment of, in, over and upon all navigable waters that shall or may be hereafter found on, or under, or be flowing through or upon any part of the said parcel or tract of land hereby granted as aforesaid.

SIR ALEXANDER CAMPBELL, Knight Commander of Our Most Distinguished Order of St. Michael and St. George, Member of Our Privy Council for Canada ; and given under the Great Seal of Our Province of Ontario. Witness, the Honorable Lieutenant Governor of Our Province of Ontario, at Toronto, this eleventh day of June, in the year of Our Lord one thousand eight hundred and eighty-seven, and in the fiftieth year of Our Reign.

By command of the Lieutenant Governor in Council.

AUBREY WHITE,

Assistant Commissioner of Crown Lands.

Secretary,

ARTHUR T. HARDY.

Reference No. 34030 {

Sale No. 1904 }

C. R. S.

J. M. G., R. H. B.

Recorded, 25th June, 1887. {

Liber 114, Folio 145. }

JOHN F. C. USSHER,

Deputy Provincial Registrar.

No. 241.

THIS INDENTURE made the ninth day of November in the year of Our Lord one thousand eight hundred and eighty-seven, between Jacques Philip *alias* (Tetionvasera) and Monique Kaentenawe, his wife, Iroquois Indians of Caughnawaga, of the first part, and Her Majesty the Queen of the second part : Witnesseth, that the said parties of the first part for and in consideration of the sum of five hundred dollars of lawful money of Canada to them in hand paid at, or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), have granted, released, relinquished, abandoned and surrendered, and by these presents do grant, release, relinquish, abandon and surrender unto Her Majesty the Queen, Her successors and assigns forever, in trust for school purposes, all their estate, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of, in, to or out of, all and singular that certain parcel or tract of land and premises situate, lying and being in the village of Caughnawaga, in the County of Laprairie, in the Province of Quebec, and in the Dominion of Canada, and being composed of that certain village lot situate in the said village of Caughnawaga opposite the church and bounded as follows, in front by the main street, on the east by another street, on the south by the lot belonging to the heirs of Ignace Jacob, and on the west by the present school property, together with all the improvements, buildings and fences thereon and thereunto appertaining and belonging : To have and to hold the aforesaid land and premises with the appurtenances unto Her Majesty the Queen, Her successors and assigns forever, in trust as aforesaid.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered)
in the presence of }
A. DEDMAN.

his
SAK x TEOTIONERASERE *alias*
mark.
JACQUES PHILLIPS, [L.S.]
his
WENNIK x KAENTEUHAWL. [L.S.]
mark.

DOMINION OF CANADA, }
PROV. OF ONTARIO. }
To Wit :

I, Alfred Dedman, of the Village of Caughnawaga, in the Province of Quebec, Land Surveyor, make oath and say, as follows :—

That I was personally present and did see the within named Jacques Philip (*alias* Tetionvasera) and Monique Kaentenawe, his wife, duly sign and seal and, as their respective acts and deeds, deliver the annexed deed of surrender on the day of the date thereof.

That I, this deponent, am a subscribing witness thereto.

That the said instrument was executed at the said village of Caughnawaga.

That I know the said parties.

Sworn before me at Montreal, in the)
Province of Quebec, District of)
Montreal, this twelfth day of Nov-)
ember, A.D. 1887. }

A. DEDMAN.

THEO. DOUCET,
A Commr., &c.

No. 242.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Sarnia, resident on our reserves in the County of Lambton, in the Province of Ontario, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all the cedar seven inches in diameter and over at the butt, and all other saleable timber of thirteen inches in diameter and over at the butt, excepting beech and maple, on our reserves at Kettle and Stoney Point, in the County of Lambton aforesaid, to have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people, and upon the further condition that all moneys received from the sale thereof shall, after deducting the two thousand dollars (\$2,000) mentioned above, and the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants. And we, the said Chief and Principal Men of the said Chippewas of Sarnia do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the said Government may do or cause to be done in connection with the sale of said timber.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of July, in the year of Our Lord one thousand eight hundred and eighty-five.

WILSON JACOBS, *Head Chief*. [L.S.]

JAMES MENASS, [L.S.]

SILAS WAHEMONGE, [L.S.]

ELIJAH GEORGE, [L.S.]

JABEZ NAHMABIN, [L.S.]

JOHN SUMNER, [L.S.]

DANIEL OTTER,

WILLIAM THOMPSON, ^{his} x
mark.

JAMES MENASS, Junr., ^{his} x
mark.

CHARLES MADWAYAH, ^{his} x
mark.

FRANCIS COTTRELL, ^{his} x
mark.

JEFFREY BASSETTE, ^{his} x
mark.

DANIEL NOWABIA, ^{his} x
mark.

EDWARD JACOBS, ^{his} x
mark.

SAMPSON JACKSON, ^{his} x
mark.

WM. GRAY, ^{his} x
mark.

ALEXANDER RODD, ^{his} x
mark.

JAMES LION, ^{his} x
mark. [L.S.]

JOSEPH WAWANOSH,

717 1/2 acres

MARBLE MOUNTAIN

SCOTLAND

Post

North 45.00 Chs.

East 25.00 Chs.

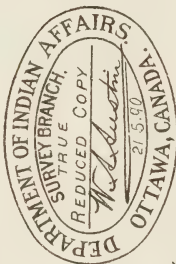
South 33.33 1/2 Chs.

West 33.33 1/2 Chs.

717½ acres

West. 97.58 Chs.

N. 57° 50' W. 715.40 Chs.



LOCATION XXII H

N.O. 247 Chs.

Sketch
Showing
MARBLE MOUNTAIN
GARDEN RIVER INDIAN RESERVE.

Scale of Chains

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the above deponents at the Town of Sarnia, in the County of Lambton, this 16th day of July, A.D. 1885.

A. ENGLISH,
Indian Agent, Sarnia.
WILSON JACOBS,
Head Chief.

CHARLES ROBINSON,
Judge, County Court, Co. of Lambton.

Sworn before by the within named deponents this 17th day of December, 1885.

CHARLES ROBINSON,
Judge, County Lambton.

No. 243.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Garden River Indians resident on our reserve in the District of Algoma, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Garden River Indian Reserve, in the District of Algoma and Province of Ontario aforesaid, containing by admeasurement one hundred acres, be the same more or less, more fully described as follows: Commencing where a cairn of stones has been erected around a certain cedar post placed there by Joseph Cozens, Provincial Land Surveyor, as a point of departure, the said point having been established from actual survey from the south-west corner of Location XXII H. of said Garden River Reserve surrendered; thence from said cairn of stones west astronomically a distance of twenty-five chains to a cedar post; thence north at right angles thirty chains; thence east at right angles thirty-three chains and thirty-three and one-third links; thence south at right angles thirty chains; thence west at right angles eight chains and thirty-three and one-third links to the place of beginning at said cairn of stones, as per tracing of said land hereto annexed. Also a right of way from the said parcel of land across the Garden River Indian Reserve to the St. Mary's River, and sufficient water frontage on said river for the purpose of erecting wharves, docks, &c., in connection with export of marble from the above described parcel of land.

To have and to hold the same to Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people. And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants for ever.

And we, the said Chief and Principal Men of the said The Garden River Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the disposal of the said parcel or tract of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-seventh day of April, in the year of our Lord one thousand eight hundred and eighty-seven.

Signed, sealed and delivered in the presence of
MOSES McFADDEN.

PEQUETCHENENE, x [L.S.]
JOHN AUGUSTIN, x [L.S.]
JARVIS AUGUSTIN, x [L.S.]

PETER BELL, x	[L.S.]
JOE LESAGE, x	[L.S.]
WM. CABAIOA, x	[L.S.]
GEO. CABAIOA, x	[L.S.]
THEO. BOISINAULT, x	[L.S.]
CHARLES BELLEAU, x	[L.S.]
JOHN LESAGE, x	[L.S.]
JOHN WEGWASS, x	[L.S.]
JOHN BELL, x	[L.S.]
JOE LESAGE, Junr., x	[L.S.]
FELIX PERRAULT, x	[L.S.]
FRANK CLARK, x	[L.S.]
PETER LESAGE, x	[L.S.]
GEORGE JONES, x	[L.S.]
HYA BELLEAU, x	[L.S.]
J. WENKISNAH, x	[L.S.]
FRANÇOIS BOISENEAULT, x	[L.S.]
JOE BELLEAU, x	[L.S.]
AMBROSE BOISENEAULT, x	[L.S.]
WM. J. PINE, x	[L.S.]
WILLIAM JONES, x	[L.S.]
WM. PEQUETCHENENE, x	[L.S.]
THOS. AUGUSTIN, x	[L.S.]
ALEX. WAHBONALASUS, x	[L.S.]

DOMINION OF CANADA, }
 PROV. OF ONTARIO, }
 DISTRICT OF ALGOMA. }

Personally appeared before me William Van Abbott, of the Town of Sault Ste. Marie, District of Algoma, in the Province of Ontario, Indian Land Agent, and Pequetchennene and John Augustin, Principal Men of the said Band of Indians.

And the said William Van Abbott for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Garden River Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Pequetchennene and John Augustin say, and each for himself says:

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians, summoned for that purpose according to their rules and held in the presence of the said William Van Abbott.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is one of the Principal Men of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents Wil-
liam Van Abbott and Bequechennene
and John Augustin, at the Garden
River Reserve, in the District of Algo-
ma, this 27th day of April, A.D. 1887,
through and by George Cabaiosia as
interpreter.

WM. VAN ABBOTT,
PEQUETCHENNENE, x
JOHN AUGUSTIN. x

WALTER MCCREA,
Judge, District of Algoma.

Recorded 17th June, 1887. }
Lib. 117, Folio 212. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 244.

THIS INDENTURE made (in duplicate) the fourteenth day of May, in the year of Our Lord one thousand eight hundred and eighty-seven, in pursuance of the Act respecting short forms of Indentures, between the Synod of the Diocese of Ruperts Land (a corporation duly incorporated under a statute of the Province of Manitoba) of the first part, and Her Majesty the Queen of the second part : Witnesseth that in consideration of one dollar of lawful money of Canada now paid by the said party of the second part to the said parties of the first part (the receipt whereof is hereby by them acknowledged), they, the said parties of the first part, do grant unto the said party of the second part, her heirs and assigns forever.

All and singular those certain parcels or tracts of land and premises situate lying and being in the Province of Manitoba aforesaid being composed of lots numbers twenty-five (25), eighty-two (82), and one hundred and sixty-eight (168), of the Parish of St. Peters, according to the Dominion Government survey thereof. Also lot number two hundred and twelve (212) of the said Parish of St. Peters, according to the Dominion Government survey thereof saving and excepting thereout the following described forty-five (45) acres, that is to say :

Commencing at the intersection of the easterly side of the Red River, and the boundary line between river lots two hundred and twelve (212) and two hundred and thirteen (213) in the said parish; thence in an easterly direction along the southerly boundary of lot two hundred and twelve (212) a distance of twenty-eight chains and ninety-six links (28c. 96lks), thence N. 33° 54', East at right angles to the southerly boundary, fourteen chains ; thence N. 56° 06', West in a direction parallel to the southerly boundary thirty-five chains and thirty-two links (35c. 32lks.) to the banks or margin of the Red River; thence in a southerly direction following the bank or margin of the Red River to the place of beginning.

To have and to hold unto the said party of the second part, her heirs and assigns to and for her and their sole and only use forever, subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

The said parties of the first part covenant with the said party of the second part that they have the right to convey the said lands to the said party of the second part, notwithstanding any act of the said parties of the first part.

And that the said party of the second part shall have quiet possession of the said lands, free from all encumbrances.

And the said parties of the first part covenant with the said party of the second part that they will execute such further assurances of the said lands as may be requisite.

And the said parties of the first part covenant with the said party of the second part that they have done no act to encumber the said lands.

And the said parties of the first part release to the said party of the second part all their claims upon the said lands.

It is hereby declared that this conveyance is subject to the condition that the public school now existing on lot twenty-five (25), and the chapel now existing on lot eighty-two (82), together with the ground upon which each thereof stands, and reasonable and convenient access thereto, are hereby reserved for the purpose for which the same are now being used.

IN WITNESS WHEREOF, the Synod of the Diocese of Ruperts Land have hereunto set their corporate seal and caused these presents to be signed by the Very Reverend John Grisdale, Commissary of the Bishop of Ruperts Land, and the Venerable William Cyprian Pinkham, Secretary of the Executive Committee of said corporation.

Signed, sealed and delivered in }
presence of }

JOHN GRISDALE, [L.S.]
Commissary of the Bishop of Ruperts Land.

W. CYPRIAN PINKHAM,
Secretary of the Ex. Com.

Recorded 15th June, 1887. }
Lib. 117, Fol. 210. }

L. A. CATELLIER,
Dep. Registrar General of Canada.

I certify that the within Instrument is duly entered and registered in the registry office for the County of Lisgar, in Book 1st A, for the sub-division of Lisgar, at 10 o'clock a.m., on the 18th day of January, A.D. 1888.

No. 6924.

L. S. VAUGHAN,
Dep. Registrar.

Certified a true copy.

L. S. VAUGHAN,
Dep. Registrar.

No. 245.

THIS INDENTURE made in duplicate the twenty-second day of August, in the year of Our Lord one thousand eight hundred and eighty-seven.

Between Peter Erasmus, formerly of White Fish Lake, in Alberta Territory, and now of Saddle Lake, in said Territory, Gentleman, of the first part, and the Superintendent-General of Indian Affairs, of the second part.

Witnesseth, that the said party of the first part, for and in consideration of four hundred dollars of lawful money of Canada, to him in hand paid by the said party of the second part at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), hath granted, released and quitted claim, and by these presents doth grant, release and quit claim unto the said party of the second part and his successors in office forever, all the estate, right, title, interest, claim and demand whatsoever, both at law and in equity, or otherwise howsoever, and whether in possession or expectancy of him the said party of the first part, of, in, to or out of all and singular that certain parcel or tract of land and premises situate, lying and being in Alberta Territory, on the east side of White Fish Lake and fronting thereon, and which land is now included in the Indian reserve of one James Seenum's Band, and consists of ten acres, more or less, cleared of timber and fenced, of which six acres are under cultivation, and upon which land are a log dwelling house, a store house and a stable, together with the said houses and stable.

And also of, in, to or out of any and all other land or improvements whatsoever within the bounds of the said reserve, together with the appurtenances thereunto belonging or appertaining. To have and to hold the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said party of the second part and his successors in office forever, subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

Upon trust, however, to hold the said land and other property hereinbefore mentioned for the use and benefit of the Indians of said James Seenum's Band.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals.

Signed, sealed and delivered)

in the presence of: }

THOS. H. EDMUNDSON,

J. E. INGRAM.

PETER ERASMUS.

[L.S.]

Received on the date hereof from the said party of the second part the sum of four hundred dollars, the consideration within mentioned.

Witness:

THOS. H. EDMUNDSON, }

J. E. INGRAM. }

PETER ERASMUS.

ALBERTA TERRITORY, }

SADDLE LAKE. }

To Wit: }

I, Thomas Herbert Edmundson, of Saddle Lake, in Alberta Territory, Clerk, make oath and say :

1. That I was personally present and did see the within Instrument and duplicate thereof duly signed, sealed and executed by Peter Erasmus, one of the parties thereto.

2. That the said Instrument and duplicate were executed at Saddle Lake aforesaid.

3. That I know the said party.

4. That I am a subscribing witness to the said Instrument and duplicate.

Sworn before me at Saddle Lake, }

in Alberta Territory, this 22nd }

day of August, in the year of }

Our Lord 1887. }

THOMAS HERBERT EDMUNDSON.

GEO. A. MITCHELL,

A Justice of the Peace for N.W.T.

Recorded 12th October, 1887. }

Lib. 128, Fol. 54. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Blackfoot Tribe of Indians, resident on our reserve, which is situated at or near the Blackfoot Crossing, in Townships numbered twenty, twenty-one, twenty-two and twenty-three, and Ranges numbers nineteen, twenty, twenty-one, twenty-two, twenty-three and twenty-four, west of the 4th Initial Meridian, and known as the Blackfoot Reserve, in the District of Alberta and Dominion of Canada,

for, and acting on behalf of the whole people of our said Band in Council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular, all the coal situate, lying and being within the said Blackfoot Reserve, in the District of Alberta aforesaid; together with all the mining privileges necessary for the proper working and extracting from the ground and carriage of the said coal off the reserve, and also with the permission to erect and maintain buildings and other structures necessary for the prosecution of mining the said coal, saving and excepting that no mines shall be worked or coal extracted at such points where settlements of Indians now exist upon said reserve, and as shown upon the map of said reserve attached hereto, and marked with circles in red ink and numbered from one to eleven inclusive, nor in such localities as may be objected to by the Superintendent General of Indian Affairs, his successors in office, or his duly authorized agent in that behalf.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to dispose of such coal and mining rights and privileges in the same as aforesaid to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the disposal thereof shall, after deducting the usual proportion for expenses of management, be, excepting as hereinafter provided, dealt with in accordance with the directions for the management of Indian moneys as contained in "The Indian Act" or to be contained in any amendment thereto.

And we, the said Chief and Principal Men of the said Blackfoot Tribe of Indians, do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the said Government may do or cause to be lawfully done in connection with the said coal and mining privileges in connection therewith. Provided always, that a sum not exceeding ten per cent. of the proceeds of the coal and mining privileges, as may be directed by the Governor in Council, be paid to the members of the Tribe from time to time as may seem best.

This release or surrender is made for the purpose of carrying out and confirming an agreement entered into on the third of November, 1884, between us, the said Blackfoot Tribe, and Arthur F. Eden, of Winnipeg, Province of Manitoba, by which we authorized him and his associates to mine coal upon the said reserve.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this tenth day of October, in the year of Our Lord one thousand eight hundred and eighty-seven.

Signed, sealed and delivered in }
the presence of:
J. W. TIMS,
Clerk in Holy Orders.
L. DOUCES, *Ptr. O. M. I.*
MAGNUS BEGG,
Indian Agent.
JEAN L'HEUREUX,
Ind. Dep. Interpreter.
Two Witnesses.

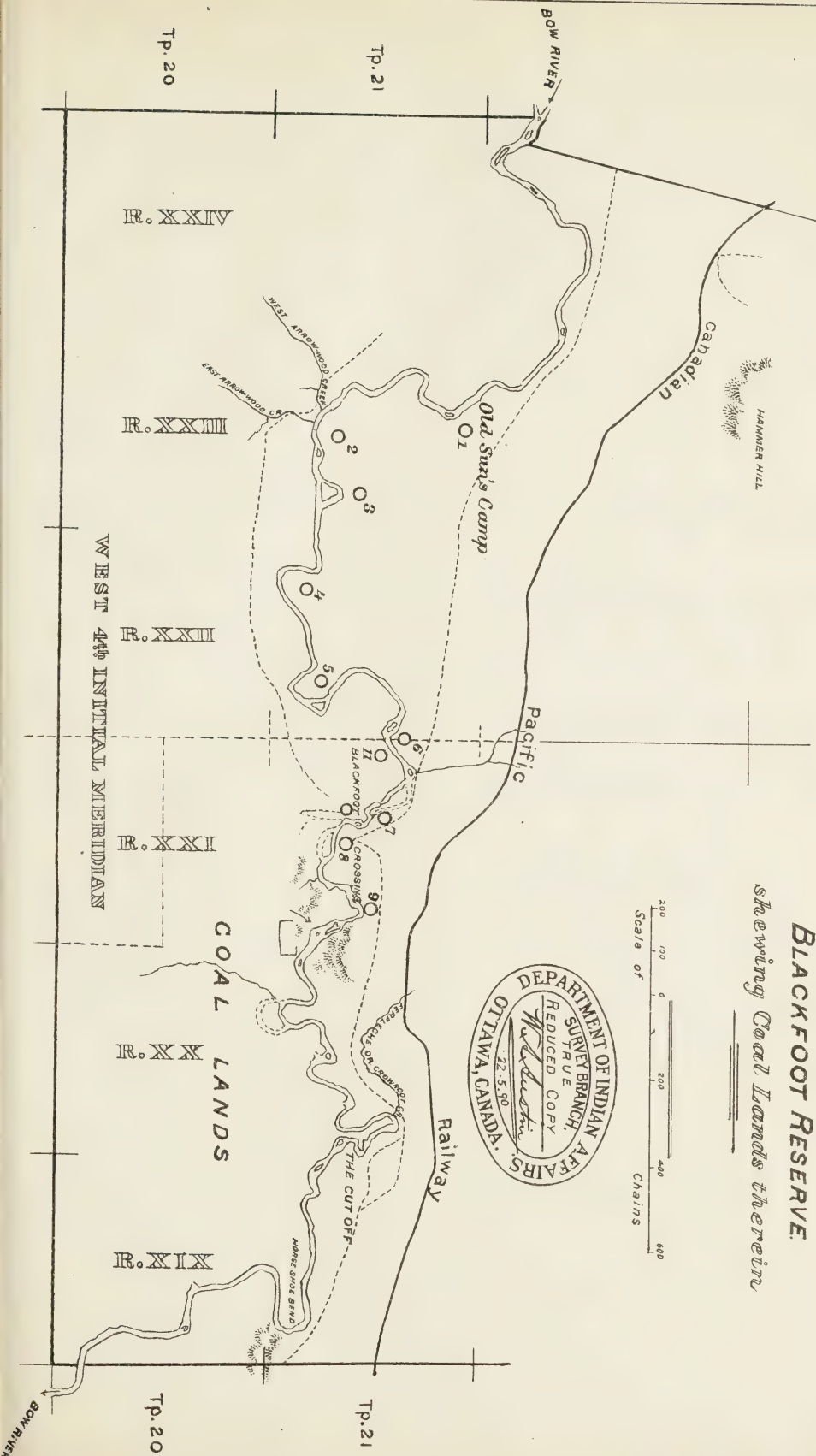
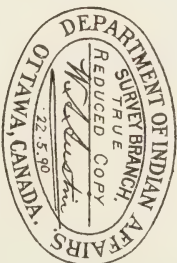
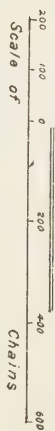
his
CHAPO x MEXICO, or CROWFOOT, [L.S.]
mark.
his
THREE x BULLS, [L.S.]
mark.
his
RUNNING x RABBIT, [L.S.]
mark.
his
EAGLE x RIB, [L.S.]
mark.
his
WHITE x EAGLE, [L.S.]
mark.
his
RABBIT x CARRIER, [L.S.]
mark.
his
MEDICINE x SHIELD, [L.S.]
mark.
his
Calf x ROBE, [L.S.]
mark.

PLAN

BLACKFOOT RESERVE.

showing Coal Lands therein

— OF —



his BIG x PLUME,	[L.S.]
mark. his LOW x HORN,	[L.S.]
mark. his LONE x CHIEF,	[L.S.]
mark. his WHITE x PUP,	[L.S.]
mark. his BEAR x CHILD.	[L.S.]
mark.	

DOMINION OF CANADA, }
DISTRICT OF ASSINIBOIA. }
To Wit:

Personally appeared before me, Hayter Reed, of the Town of Regina, in the District of Assiniboia, Assistant Indian Commissioner, and Crowfoot, Chief of the said Band of Indians.

And the said Hayter Reed for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Blackfoot Tribe, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-Genl. of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band, or interested in the land mentioned in the said release or surrender.

And the said Crowfoot says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Hayter Reed.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents Hay- }
ter Reed and Chief Crowfoot, at the }
Town of Regina, in the District of }
Assiniboia, this fifteenth day of Octo- }
ber, A.D. 1887. }

his
CHAPO x MEXICO CROWFOOT.
mark.
HAYTER REED.

JAMES F. McLEOD,
Judge Supreme Ct. N.W.T.

Recorded 21st November, 1887. }
Lib. 129, Fol. 36. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 247.

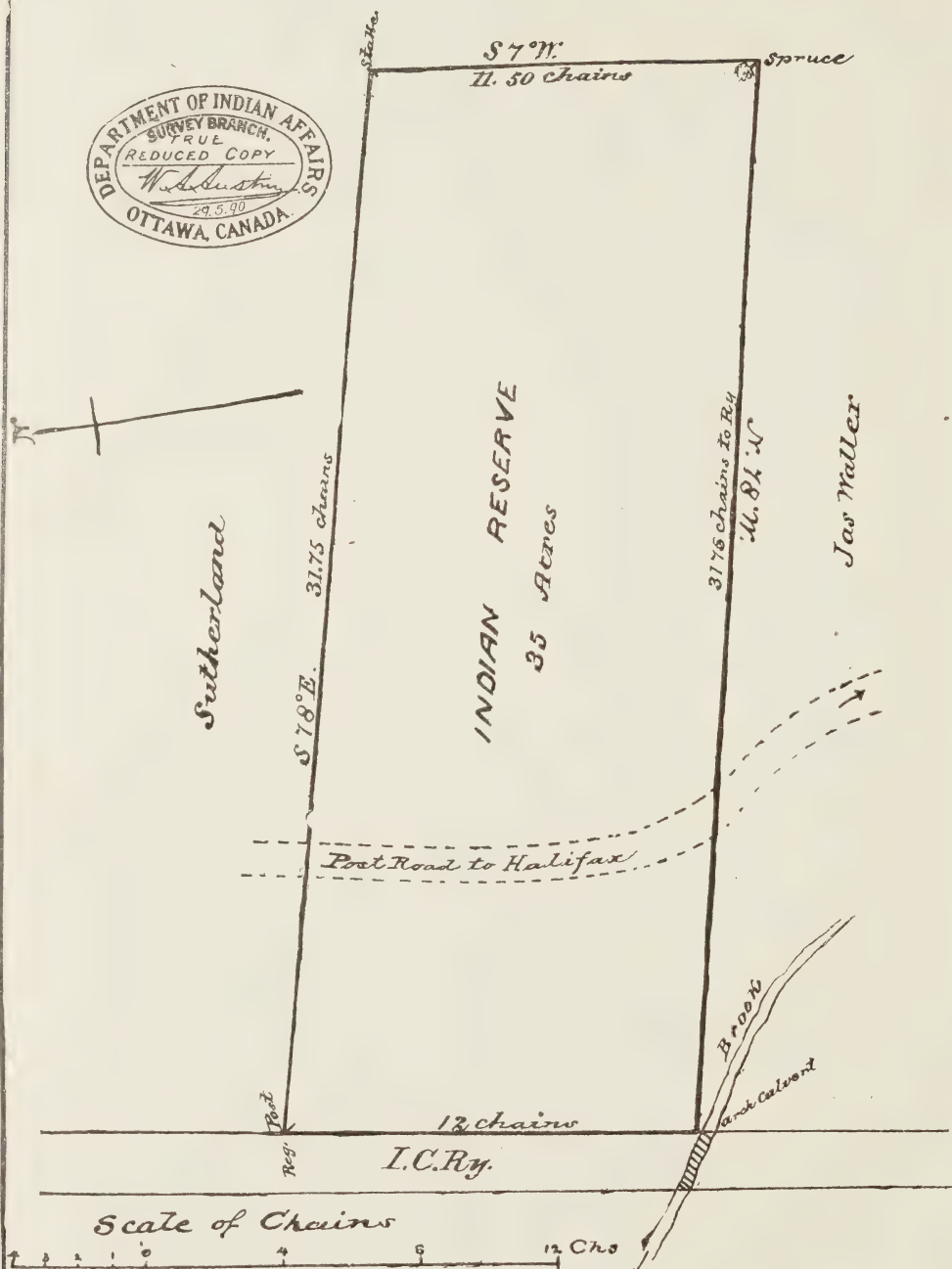
THIS INDENTURE, made this fourth day of December, in the year of Our Lord one thousand eight hundred and eighty-six, between George Campbell, of Truro, in the County of Colchester and Province of Nova Scotia, Esquire, trustee of the estate of John P. Gorston, late of Truro, aforesaid, railway contractor, deceased, of the one part, and John Waller, Junior, of the same place, yeoman, of the other part.

Whereas by Indenture of mortgage duly made and executed by and between Samuel Waller, of Truro aforesaid, and Susan Ann Waller, his wife, of the one part, and the said George Campbell, as such trustee, of the other part, bearing date on or about the nineteenth day of April, A.D. 1877, and registered in the Registry of Deeds Office, at Truro, aforesaid, in Liber sixty-one, folio 603, the said Samuel Waller and Susan Ann Waller, in consideration of the sum of two hundred and twenty dollars of lawful money of Canada to them paid by the said George Campbell as such trustee, the receipt whereof was thereby acknowledged, did grant unto the said George Campbell, as such trustee, his heirs and assigns, certain lands and premises including the lands and premises hereinafter particularly described, to hold the same to the said George Campbell, his heirs and assigns forever, subject nevertheless to the proviso for the redemption thereof therein contained, whereby it was provided that the same should cease and become void on payment to the said George Campbell as such trustee, his heirs, executors, administrators or assigns, of the said sum of two hundred and twenty dollars by the said Samuel Waller, his heirs, executors or administrators, with lawful interest thereon, as by reference to said Indenture will more fully appear.

And whereas, by a certain other Indenture of mortgage, bearing date the twentieth day of March, A.D. 1880, and registered in the office of Registrar of Deeds at Truro aforesaid, in Book 67, page 606, the said Samuel Waller and Susan Ann Waller, in consideration of the sum of one hundred and eighty dollars to them well and truly in hand paid by the said George Campbell as such trustee, did grant, bargain, sell and convey to the said George Campbell as such trustee, his heirs and assigns, the said lots of land and premises (subject to the said mortgage herein above first recited) which said Indenture contained a proviso for making the same void on payment of the said sum of one hundred and eighty dollars and interest thereon, as on reference to said Indenture will more fully appear. And whereas there is now due on the said Indentures of mortgage the principal sum of four hundred dollars, which amount the said John Waller admits to be due by his execution of these presents. And whereas, since the making of said two Indentures of mortgage the said John Waller, Junior, has become the owner of the lands described therein. And whereas the said John Waller is about to sell to Her Majesty, Queen Victoria, the lot of land hereinafter described (being part of the land described in said two Indentures of mortgages), and is desirous or having the same released from the operation thereof, and has paid to the said George Campbell, as such trustee, the sum of one hundred dollars, and has requested him to execute to him the said John Waller, a release of the said lot of land from the operation of said Indentures of mortgage.

Now this Indenture witnesseth that the said George Campbell as such trustee in consideration of the premises and for and in consideration of the said sum of one hundred dollars lawful money as aforesaid, to him in hand paid by the said John Waller, Junior, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, remised, released and forever quitted claim, and by these presents doth grant, remise, release and forever quit claim unto the said John Waller, Junior, his heirs and assigns forever.

All that certain lot of land and premises situate, lying and being at the Arch Culvert, so called, in the Township of Truro, lying on the east side of the Intercolonial Railway and described as follows, that is to say: Beginning at a post in the railway fence twelve chains north of the point where the mill brook and the railway fence intersect at the Arch Culvert aforesaid; thence south seventy-eight degrees, east



Novr 1887

(sd) Wm Faulkner

By Surveyor: C. Col. N.S.

thirty-one chains and seventy-five links to a stake, thence south seven degrees, west eleven chains and fifty links to a fir tree ; thence north seventy-eight degrees, west thirty-one chains and seventy-five links, or till it strikes the brook and railway fence ; thence by the said railway fence in a northerly direction twelve chains to the place of beginning, containing thirty-five acres, more or less, as will fully and at large appear on reference to a plan of said lot of land made by William Faulkner, Esquire, dated November, 1886, with all and singular the appurtenances thereof, and all the estate, right, title, interest, claim, property and demand whatsoever, both at law and in equity, of which he, the said George Campbell, as such trustee, now hath or ought to have in to, or out of the said lot of land under and by virtue of said above recited Indentures of mortgages, and as such mortgagee as aforesaid, to have and to hold the said lot of land and premises last above described, with all and every the appurtenances thereof, unto the said John Waller, Junior, his heirs and assigns, to his and their own proper use and behoof for ever, absolutely acquitted, released and discharged of and from the said above, in part, recited mortgages, and the sum thereby secured, leaving the remainder and residue of the lands described in said two Indentures of mortgage bound for the payment of the amount due thereon.

IN WITNESS WHEREOF, the said parties hereto have hereunto their hands and seals subscribed and set this fourth day of December, A.D. 1886.

Signed, sealed and delivered in	GEO. CAMPBELL,	[L.S.]
the presence of }	<i>Trustee of John P. Gorston Est.</i>	
A. C. PATTERSON.	JOHN WALLER, JR.	[L.S.]

I hereby certify that Alexander C. Patterson, subscribing witness to the within and foregoing Instrument, made oath before me that George Campbell, Trustee of the estate of John P. Gorston, deceased, the party thereto, signed, sealed and delivered the same in his presence, and also that John Waller, the other party thereto, signed, sealed and delivered the same in his presence.

Dated at Truro, Nova Scotia, this tenth day of December, A.D. 1886.

J. K. BLAIR, *J.P.*

REGISTRY OF DEEDS, TRURO.

I certify that the within document was duly recorded in this office this 12th day of April, 1887, at 2 o'clock p.m., in Liber 79, folio 296, 297 and 298 on the certified oath of A. C. Patterson.

J. K. BLAIR, *Rgt.*

Recorded 18th June, 1887. }
Lib. 117, Fol. 215. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

I, Susan Ann Waller, wife of Samuel Waller, of Halifax Road, Truro, in the County of Colchester and Province of Nova Scotia, farmer, hereby promise and agree to sign, seal and deliver to the Department of Indian Affairs, or such person or persons as they may desire, a deed of all my right, title and interest by way of dower and otherwise, of and in thirty-five acres of land proposed to be conveyed by John Waller, Jr., to the said Department, the said deed to contain all necessary acknowledgments to bar my right of dower therein, which acknowledgments I agree to make before any Justice of the Peace or lawful authority competent to take the same.

IN WITNESS WHEREOF, I have hereunto subscribed my hand, this sixteenth day of October, A.D. 1886.

Witnesses:	}	SUSAN ANN WALLER.
J. K. BLAIR,		
A. C. PATTERSON.		

PROVINCE OF NOVA SCOTIA, }
Co. of COLCHESTER, S.S. }

We, James K. Blair, of Truro, in the County of Colchester and Province of Nova Scotia, Esquire, and Alexander C. Patterson, of the same place, Solicitor, do solemnly declare that we are subscribing witnesses to the foregoing agreement of Susan Ann Waller to bar dower in lands; that we were personally present and saw the said Susan Ann Waller duly sign the same.

And we make this solemn declaration conscientiously believing the same to be true, and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign, intituled "An Act for the suppression of Voluntary and Extra Judicial Oaths."

Subscribed and declared to at Truro, }
in the County of Colchester, this }
nineteenth day of October, A.D. }
1886, by both of the above named }
declarants, before me. }

GEO. CAMPBELL, J.P.
J. K. BLAIR,
A. C. PATTERSON.

REGISTRY OF DEEDS, TRURO.

I certify that the within document was registered in this office on the 12th day of April, 1887, at 2 o'clock p.m., in Liber 79, folio 295 and 296.

J.K. BLAIR.

Recorded 18th June, 1887. }
Lib. 117, Folio 218. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

THIS INDENTURE, made this sixth day of December, in the year of Our Lord one thousand eight hundred and eighty-six, between Samuel Waller, of Truro, in the County of Colchester and Province of Nova Scotia, farmer, and Susan Ann Waller, his wife, of the one part, and Her Majesty Queen Victoria, represented herein by the Superintendent General of Indian Affairs, hereinafter called the party of the second part, of the other part.

Witnesseth that the said Samuel Waller and Susan Ann Waller, his wife, for and in consideration of the sum of one dollar of lawful money of Canada to them in hand well and truly paid by the said party of the second part, the receipt and payment whereof is hereby acknowledged, have and each of them hath granted, bargained, sold, released and conveyed unto the said party hereto of the second part, Her heirs, successors and assigns forever—all the estate, right, title, interest, claim, property and demand of him the said Samuel Waller, and all the right and title to dower present or future, of her the said Susan Ann Waller, of, into, out of or upon all that certain lot of land and premises situate, lying and being at the Arch Culvert, so called, in the Township of Truro, lying on the east side of the Intercolonial Railway, and described as follows, that is to say: Beginning at a post in the railway fence, twelve chains north of the point where the mill brook and the railway fence intersect at the Arch Culvert aforesaid; thence to run south seventy-eight degrees, east thirty-one chains and seventy-five links to a stake; thence south seven degrees, west eleven chains and fifty links to a fir tree; thence north seventy-eight degrees, west thirty-one chains and seventy-five links, or till it strikes the brook and railway fence; thence by the said railway fence in a northerly direction twelve chains, or to the place of beginning, containing thirty-five acres, more or less, excepting thereout all public roads, as will fully and at large appear on reference to a plan of said lot of land made by William Faulkner, Esquire, Deputy Surveyor, dated November, 1886, and annexed to a deed from John Waller, Junior, to the party hereto of the second

part, bearing even date with these presents, together with the ways, privileges, advantages and appurtenances whatsoever belonging or in anywise appertaining to the said lot of land. To have and to hold the same unto and to the use, benefit and behoof of the said party of the second part, her heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said parties hereto have hereunto their hands and seals subscribed and set the day and year herein first above written.

Signed, sealed and delivered in	}	SAMUEL WALLER,	[L.S.]
presence of		SUSAN ANN WALLER.	[L.S.]
A. C. PATTERSON.			

PROVINCE OF NOVA SCOTIA, }
CO. OF COLCHESTER, S.S. }

Be it remembered that on this ninth day of December, A.D. 1886, before me the subscriber personally came and appeared, Susan Ann Waller, one of the parties to the foregoing deed of Indenture, and wife of Samuel Waller, therein named and party thereto, who, being by me examined separate and apart from her said husband, did declare and acknowledge that she executed the same as and for her act and deed freely and voluntarily, without fear, threat or compulsion of, from or by her said husband, and as a full release of of all her claims to the lands therein described by right of dower or otherwise.

A. C. PATTERSON,
Notary Public and Barrister, Province of Nova Scotia.

PROVINCE OF NOVA SCOTIA, }
CO. OF COLCHESTER, S.S. }

On this tenth day of December, A.D. 1886, before me the subscriber personally came and appeared Alexander C. Patterson, a subscribing witness to the foregoing deed of Indenture, who, being by me duly sworn, made oath that he was personally present and did see Samuel Waller and Susan Ann Waller, the parties thereto, duly sign, seal and execute the same for the purposes therein mentioned and contained.

J. K. BLAIR, *J. P.*

NOVA SCOTIA, }
COLCHESTER, S.S. }

REGISTRY OF DEEDS, TRURO.

I certify that on the 12th day of April, A.D. 1887, at 2 o'clock p.m., the within document was duly registered in the office in Liber 79, folio 298 and 299, on the certified oath of A. C. Patterson.

J. K. BLAIR,
Rgr.

Recorded 20th June, 1887. }
Lib. 117, Fol. 219. }
L. A. CATELLIER,

Dep. Registrar-General of Canada.

THIS INDENTURE, made this sixth day of December, in the year of Our Lord one thousand eight hundred and eighty-six, between John Waller, Junior, of Truro, in the County of Colchester and Province of Nova Scotia, yeoman, of the one part, and Her Majesty Queen Victoria, represented herein by the Superintendent-General of Indian Affairs, hereinafter called the party of the second part, of the other part.

Witnesseth, that the said John Waller, Junior, for and in consideration of the sum of three hundred and fifty dollars of lawful money of Canada to him in hand well and truly paid by the said party of the second part, the receipt and payment whereof is hereby acknowledged, hath granted, bargained, sold and conveyed to the said party of the second part, Her heirs, successors and assigns, as hereafter mentioned, all that certain lot of land and premises situate, lying and being at the Arch Culvert,

so-called, in the Township of Truro, lying on the east side of the Intercolonial Railway, and described as follows, that is to say : Beginning at a post in the railway fence twelve chains north of the point where the mill brook and the railway fence intersect at the Arch Culvert aforesaid; thence to run south seventy-eight degrees, east thirty-one chains and seventy-five links to a stake; thence south seven degrees, west eleven chains and fifty links to a fir tree; thence north seventy-eight degrees, west thirty-one chains and seventy-five links, or till it strikes the brook and railway fence; thence by the said railway fence in a northerly direction twelve chains, or to the place of beginning, containing thirty-five acres, more or less, excepting thereout all public roads, as will fully and at large appear on reference to a plan of said lot of land made by William Faulkner, Esquire, Deputy Surveyor, dated November, 1886, and hereto annexed, together with the ways, privileges, advantages and appurtenances whatsoever belonging or in any wise appertaining to the said lot of land and premises and other hereditaments hereby conveyed, or intended so to be, or any part thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; also all the estate, right, title, interest, use, property and demand whatsoever both at law and in equity, of him, the said John Waller, Junior, of, into, out of or upon the said lot of land and premises hereby granted and released, or intended so to be, and every part and parcel thereof, with the appurtenances: To have and to hold the said lot of land and premises and every part thereof unto and to the use, benefit and behoof of the said party of the second part, Her heirs, successors and assigns forever, in trust, nevertheless, for the Indians of the said County of Colchester.

And the said John Waller, Junior, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said party of the second part, Her heirs, successors and assigns, that notwithstanding any deed, matter or thing by the said John Waller, Junior, done or executed, or knowingly suffered to the contrary, he, the said John Waller, Junior, now has good right to grant the said lot of land and premises hereby granted or expressed so to be unto and to the use of the said party of the second part, Her heirs, successors and assigns in manner aforesaid. And the said party of the second part, Her heirs, successors and assigns, shall and may at all times hereafter peaceably and equitably enjoy and possess the said lands and premises, and receive the rents and profits, without any lawful eviction, interruption, claim or demand whatsoever from or by the said John Waller, Junior, or any person or persons lawfully and equitably claiming from under or in trust for him. And further, that the said John Waller, Junior, and all persons having or lawfully or equitably claiming any estate or interest in the said lands and premises, or any part thereof, from, under or in trust for him, the said John Waller, Junior, shall and will from time to time, and at all times hereafter, at the request of the said party of the second part, Her heirs, successors and assigns, do and execute or cause to be done and executed all such acts, deeds and things whatsoever for the further and more perfectly assuring the said land and premises and every part thereof, unto and to the use of the said party of the second part, Her heirs, successors and assigns, in manner as aforesaid as shall and may be reasonably required.

IN WITNESS WHEREOF, the said John Waller, Junior, hath hereunto his hand and seal subscribed and set the day and year herein first above written.

Signed, sealed and delivered in
presence of }

A. C. PATTERSON.

JOHN WALLER, JR. [L.S.]

PROVINCE OF NOVA SCOTIA, }
CO. OF COLCHESTER, S.S. }

On this tenth day of December, A.D. 1886, before me the subscriber personally came and appeared Alexander C. Patterson, a subscribing witness to the foregoing

deed of Indenture, who being by me duly sworn made oath that he was personally present and did see John Waller, Junior, the party thereto, duly sign, seal and execute the same for the purposes therein contained.

J. K. BLAIR, *J.P.*

NOVA SCOTIA, }
COLCHESTER, S.S. }

Registry of Deeds, Truro.

I certify that on the 12th day of April, A.D. 1887, at 2 o'clock p.m., the within document was duly registered in this office in *Libro* 79, *Folio* 300 and 301, on the certified oath of A. C. Patterson.

J. K. BLAIR, *Rgr.*

Recorded, 22nd June, 1887. }
Lib. 117, Fol. 221. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

TRURO, 20th Feby., '88.

D. H. MUIR, Esq., M.D.

DEAR SIR,—I am in receipt of the communication from the Dept. of Indian Affairs, Ottawa, having reference to discrepancies in the plan of the Indian reserve near Truro.

I beg to say that there is no necessity for any alterations in the deeds or conveyances already made, as the descriptions in the deeds, &c., are the same as the courses on the ground; but I regret to say that in protracting the place I made a mistake, taking the north for the south end of the meridian.

I have made a new plan, which I send you herewith, and which, I think, will be found correct.

The courses and distances on the plan are exactly the same as they are on the ground, and if there should be any discrepancies in the scaling of the plan it does not affect the ground itself.

The total acreage of the lot is 35 acres, exclusive of the main road, which runs through the lot.

I also have marked on the plan of sub-divisions the width of each lot, which is 41 ft. 8 in., except No. 19, which is 42 ft.

These widths should have been marked on the other plan, but were omitted.

With regard to the manner in which the whole lot has been divided: as you are aware, the Indians will not have the lots located in any other way, and they now have their buildings erected on nearly all the lots as located, and I am of opinion that if any attempt were made to locate the sub-divisions differently the Indians would leave the reserve, as the divisions were made with their unanimous consent.

I am, Sir,

Your obt. servant,

WM. FAULKNER,

No. 248.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewa and Potawatimie Bands of Walpole Island, resident on our reserve, Walpole Island, in the County of Lambton, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular, that certain parcel or tract of land and premises situate, lying and being in the Dominion of Canada, in the County of Lambton and Province of Ontario, containing by admeasurement four thousand acres, be the same more or less, and being composed of the marshes on the south part of Walpole Island and described as follows:—

Bounded on the east by the stream known as Johnson's Channel, on the south by the deep water of Lake St. Clair, on the west by the marsh now leased to the St. Clair Flats Shooting Company, and on the north by the high dry lands of Walpole Island, to be leased for sporting and shooting purposes for the term of ten (10) years, reserving to the Walpole Island Indians, and them only, the right to fish, trap muskrats, or other fur-bearing animals, and to shoot ducks or other waterfowl on the said marshes.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the lessees thereof, shall, after deducting the usual proportion for expenses of management, be deposited in a chartered bank of the Dominion of Canada, to the credit of the Receiver-General on account of the Indian Fund, on the first day of October and April of each year.

And we, the said Chief and Principal Men of the said Chippewas and Potawatimies of Walpole Island do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the leasing of the said marshes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifth day of January, in the year of Our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered }
in the presence of: }

WILLIAM PETERS, *Secy.*

ALEX. MCKELVEY, *Indian Agent.*

JOSHUA GREENBIRD, *Ex-Chief.* [L.S.]

his
JAMES SAHGIE, *Chief.* [L.S.]

mark.
his
M. AULTMAN, x [L.S.]

mark.
JOHNSON PINDUNWON, x [L.S.]

CHARLES KIYOSHK, [L.S.]

THOS. K. SANDS, [L.S.]

JAMES ELGIN, [L.S.]

H. P. JOHNSON, [L.S.]

WILLIAM GREENBIRD, x [L.S.]

JOHN W. SANDS, x [L.S.]

CHARLES NODIN, x [L.S.]

JOSEPH KAHWAHSOD, x [L.S.]

Ex-Chief JAMES PALITUHQUAHUNG x [L.S.]

JOHN NAVARRE, x [L.S.]

ALEXANDER GREENBIRD, x [L.S.]

YAHNODT, x [L.S.]

WAHBEGOOSH, x [L.S.]

SAMUEL SHOBBEWA, x [L.S.]

JOHN JACOBS, x [L.S.]

DAVID KIYOSHK, x [L.S.]

JOHN SHESHEEB, x [L.S.]

MOSES SOLOMON, x [L.S.]

JACOB AULTMAN, x [L.S.]

JACOB WILLIS, x [L.S.]

JOHN PETERS, [L.S.]

WEJEE, x [L.S.]

FRANK WILLIAM, x [L.S.]

DAVID YAHNODT, x [L.S.]

JAMES KEWAYOSH, x [L.S.]

WILLIAM ANTINGIE, x	[L.S.]
JOHN WILLIAMS,	[L.S.]
PETER THOMAS.	[L.S.]

This is the release or surrender referred to in affidavit of Alexander McKelvey and James Sahgie, the Chief, sworn before me this 19th day of January, 1888, at Chatham.

R. S. WOODS, *J. J. C. K.*

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
COUNTY OF KENT.
To Wit:

Personally appeared before me, Robert Stuart Woods, Junior Judge of the County of Kent, in the Province of Ontario, Alexander McKelvey, Indian Agent, and James Sahgie, Chief of the said Band of Indians (Chippewas of Walpole Island).

And the said Alexander McKelvey for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewa and Pottawatomie Tribes of Indians on Walpole Island of the full age of twenty-one years then present at a general council of the Indians resident on said Walpole Island, in the County of Lambton, in the Province of Ontario.

That such assent was given at a meeting or council of the said Band summoned for that purpose, and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said James Sahgie, Chief of the said Tribe, resident on said island, says:

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Alexander McKelvey and myself.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents,
Alexander McKelvey and Jas. Sahgie,
at the Town of Chatham, in the Co. of
Kent, this 19th day of January, A.D.
1888, and that I read over and ex-
plained the said affidavit to the said
James Sahgie, who seemed fully to
understand the same, and made his
mark thereto in my presence.

ALEX. McKELVEY,
his
JAMES x SAHGIE, *Chief.*
mark.

R. S. WOODS, *J. J. C. K.*

Recorded 24th February, 1888. }

Lib. 117, Fol. 464. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 249.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Muskeg Lake Reserve, adjoining and lying south of Mistawasis Reserve, and resident on our reserve of North-West Territories of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Muskeg Lake Reserve, in the North-West Territories of Canada, containing by admeasurement forty acres, be the same more or less, and being composed of part of the Muskeg Lake Reserve, and formerly occupied by the Roman Catholic Mission of that place : To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to grant and assure the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said Muskeg Lake Reserve, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the said tract or parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this seventeenth day of January, in the year of Our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered }
 in the presence of }
 J. FINLAYSON,
 Indian Agent.
 G. CHAFFEE,
 Farm Instructor.

	his	
PETEQUAKAY, x	Chief.	[L.S.]
	mark.	
	his	
ISADORE x WOLF,	Head Man.	[L.S.]
	mark.	
	his	
ACHETAM, x	Head Man.	[L.S.]
	mark.	
	his	
BATISTE x LAFONDE,		[L.S.]
	mark.	
	his	
J. BATISTE x MISTASLOWK,		[L.S.]
	mark.	
	his	
ANTOINE ARCAND, x		[L.S.]
	mark.	
	his	
SAM x WOLF,		[L.S.]
	mark.	
	his	
MICHAEL, x		[L.S.]
	mark.	
	his	
THEOPHILE, x		[L.S.]
	mark.	
	his	
KAKEKAYASS, x		[L.S.]
	mark.	

DOMINION OF CANADA,
NORTH-WEST TERRITORIES,
PRINCE ALBERT.
To Wit:

Personally appeared before me Joseph Finlayson, of Prince Albert, in the North-West Territories, Indian Agent at Muskeg Lake Indian Reserve, and Petequakay, Chief of the said Band of Indians.

And the said Joseph Finlayson for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Muskeg Lake Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Supt. Genl. of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Petequakay says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to their rules, and held in the presence of the said Petequakay.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the several
deponents, Joseph Finlayson,
and Petequakay, Chief, at the
Town of Prince Albert, in the
County of North-West Terri-
tories, this 24th day of Janu-
ary, A.D. 1888.

J. FINLAYSON,
PETAQUAKAY. ^{his}
x
mark.

J. H. McGUIRE,

Judge of Supreme Court, North-west Territories, District of Saskatchewan.

Recorded 12th March, 1888. }
Lib. 127, Folio 161. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 250.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chief and Principal Men of the Rice Lake Band of Indians, resident on our reserve in the Township of Otonabee, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors, all and singular that certain parcel or tract of land situate, lying and be- in the Township of Otonabee, in the County of Peterborough and Province of Ontario,

containing by admeasurement two hundred and fifteen acres, be the same more or less, and being composed of all that part of lots six and nine in the tenth concession of the Township of Otonabee, in the County of Peterborough, lying and being west of the western limit of the right of way of the Cobourg and Peterborough Railway Company, to the western limits of said lots, excepting thereout a small portion of land now occupied by Robert Soper on the north-west corner of lot number six, also twenty acres (be the same more or less) located by the late George Howard, and now in the possession of Sarah Ann Howard, his widow, being composed of a strip of land on the south side of the west half of lot number nine, said strip of land to be six chains and thirteen links wide.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors, for the term of fifteen years from 1st January, 1888, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid annually or semi-annually to us and our descendants for said term.

And we, the said Chief and Principal Men of the said the Rice Lake Band of Indians, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing of said lands, all the pine, cedar, hard and soft wood to be reserved for the use of the said Indians, the said Indians to have the right to remove pine, cedar, hard and soft wood in the months of January, February, March and December of each and every year, during the term limited.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-fourth day of October, in the year of Our Lord one thousand eight hundred and eighty-seven.

Signed, sealed and delivered in }
the presence of }
EDWIN HARRIS.

M. G. PAUDUSH,	[L.S.]
JEREMIAH CROWE,	[L.S.]
WELLINGTON COWE,	[L.S.]
CHARLES ANDERSON,	[L.S.]
ROBERT SOPER,	[L.S.]
ROBT. PAUDUSH,	[L.S.]
JOSEPH LOUKES,	[L.S.]
JAMES CROWE,	[L.S.]
DAVID A. MCCUE,	[L.S.]
ANDREW ANDERSON,	[L.S.]
PAUL ELM,	[L.S.]
DANL. COW.	[L.S.]

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF PETERBOROUGH. }
To Wit:

Personally appeared before me Edwin Harris, of the village of Gore's Landing, in the Province of Ontario, Indian Agent, and Messang George Paudush, Chief of the said Band of Indians.

And the said Edwin Harris for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Rice Lake Reserve of the full age of twenty- one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

— *DIAGRAM* —

SHOWING GRAVEL PIT LOT V RANGE V

SARNIA INDIAN RESERVE

Scale of ————— Chains

Lot VI

Lot V

Lot IV

180
Gravel
Pit
58° E 180



60
0 00

ROAD BETWEEN RANGES V AND VI

Sgd
John Jones Dd
Sarnia May 4th 1955

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Messang George Paudush says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Edwin Harris.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents, Edwin Harris and Messang George Paudush, at the Town of Peterborough, in the County of Peterborough, this 20th day of January, A.D. 1888.

EDWIN HARRIS,
M. G. PAUDUSH.

D. W. DUMBLE,

Police Magistrate for the Town and County of Peterborough.

Recorded 1st March, 1888. }
Lib. 127, Fol. 155. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 251.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Warriors of the Indian Band known as the "Chippewas of Sarnia," in the County of Lambton and Province of Ontario, in council assembled according to our rules and regulations, and holden in the presence of Adam English, Esquire, our Agent, and of Ebenezer Watson, Indian Lands Agent, in the name and on behalf of the whole Band, do hereby surrender and release unto Her Majesty, Her successors or assigns, that certain parcel of land in the Sarnia Reserve containing by admeasurement one quarter of an acre, be the same more or less, being composed of a part of lot number five in range five of the Sarnia Indian Reserve, as the same is marked out by posts duly planted at the corners thereof and set forth in the diagram hereto annexed, made by John H. Jones, Esquire, a Provincial Land Surveyor.

The said surrender being made in order that the said portion of land may be leased to the Corporation of the Township of Moore, to be used as a gravel pit, for the term of five years from the date of such lease.

The conditions of such lease to be as follows, viz. :—

The said corporation of the Township of Moore to pay to the Superintendent General of Indian Affairs the sum of one hundred dollars, as follows : Twenty dollars to be paid in advance each year during the continuance of the lease, the first of such payments to be made when the lease has been forwarded to the local Agent, and the like sum of \$20 on the 1st day of May, in each of the years 1886, 1887, 1888 and 1889, said payments to be made through the Indian Lands Agent, at the different dates mentioned.

Provided, that at the expiry of the lease the surface covering said gravel pit shall be replaced so as to leave the land in a fit state for cultivation. And in case the land between the gravel pit and the public road should be enclosed and cultivated, the said Corporation will put on a gate at the roadside, and will only require a roadway to the pit.

Witness our hands and seals at the council house, on the Sarnia Reserve, this sixth day of May, A.D., 1885.

Witness:	}	WILSON JACOBS, <i>Chief.</i>	[L.S.]
WILLIAM WAWANOSH,		JAMES MANASS, <i>2nd Chief.</i>	[L.S.]
	}	ELIJAH GEORGE,	" [L.S.]
<i>Secretary.</i>		SILAS WAUBNUNG,	" [L.S.]
		JABIZ NAHMABIN,	" [L.S.]
		JOHN JOHNSTON,	" [L.S.]
		NICHOLAS PLAIN,	[L.S.]
		JOHN SIMON,	[L.S.]
		ALBERT RODD,	[L.S.]
		ALEXR. NAWANG,	[L.S.]
		PETER RODD,	[L.S.]
		JAMES MENASS, JR.,	[L.S.]
		ISAAC OJEBWAY,	[L.S.]
		LUKE JAMES,	[L.S.]
		SHAHWAHNAH, x	[L.S.]
		LEON OLIVER, x	[L.S.]
		JOSEPH RODD,	[L.S.]
		SOLOMON JACKSON,	[L.S.]
		ISAIAH WILLIAMS, x	[L.S.]
		EDWARD JACOBS, x	[L.S.]
		SAMPSON JACKSON, x	[L.S.]
		LEWIS WILLIAMS,	[L.S.]
		ANTOINE RODD,	[L.S.]
		JOSEPH BREAD, x	[L.S.]
		DANIEL NAMABIN. x	[L.S.]

I, Ebenezer Watson, of the Town of Sarnia, in the County of Lambton, Indian Lands Agent, make oath and say :

That the annexed surrender of one quarter of an acre of land (as therein described) was duly made by the Chippewas of Sarnia at a general council called for the purpose, and held according to their rules, on Wednesday, the 6th day of May, 1885 ; and said surrender, having been approved by a majority of the said council, was duly and freely executed by the Chief and Councillors, and Principal Men of the Band.

EBENEZER WATSON.

Sworn before me at the Town of }
Sarnia, this 20th day of August, }
A.D. 1885.

CHARLES ROBINSON,
Judge, County Lambton.

I, Wilson Jacobs, Chief of the Band of Indians known as the "Chippewas of Sarnia," make oath and say :—

That the surrender hereto annexed was freely and voluntarily made and agreed to on the day of the date thereof by a majority, at a council duly called for the

purpose, and signed by the Chief and Councillors, and by the Principal Men of the Band.

WILSON JACOBS.

Sworn before me at the Town of Sarnia,
in the County of Lambton, this 20th
day of August, A.D. 1885.

CHARLES ROBINSON,
Judge County Lambton.

Recorded 5th April, 1888. }
Lib. 127, Fol. 164. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

No. 252.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Chief and Principal Men of the Iroquois of St. Regis Indians, resident on our reserve in the County of Huntingdon, in the Province of Quebec and Dominion of Canada, for and acting on behalf of the whole people of our said Band, in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular, that certain parcel or tract of land and premises situate, lying and being in the Township of Dundee, in the County of Huntingdon and Province of Quebec, containing by admeasurement twenty thousand acres, be the same more or less, and being composed of certain lots or parts of lots, some of which have been and others of which are now under lease to parties other than Indians.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be invested as follows, to wit :

Twenty thousand dollars shall be devoted to the purchase of lands, adjoining their reserve, they shall receive the same annuity which they now receive, and the balance of interest shall form a fund for the purchase of further land as the necessity may arise.

And we, the said Chief and Principal Men of the said Tribe, Iroquois of St. Regis, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the said above described lands.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this sixteenth day of February, in the year of Our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in the
presence of:

W. J. WHITE,
ROBERT BARR.

his
MICHEL X BENEDICT, [L.S.]
mark.

his
ALEXANDER X THOMPSON, [L.S.]
mark.

his
THOMAS X LAZAR, [L.S.]
mark.

his
PETER X LONGPOINT, [L.S.]
mark.

his
PETER X COLWELL. [L.S.]
mark.

DOMINION OF CANADA, }
 PROVINCE OF ONTARIO, }
 COUNTY OF HUNTINGDON. }
 To Wit :

Personally appeared before me, George Long, Agent of the said Tribe ; Hon. Thomas White, Superintendent-General of Indian Affairs, of Ottawa, in the County of Carleton, in the Province of Ontario ; and Alexander Thompson, Chief of the said Band of Indians.

And the said Hon. Thomas White for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Tribe Iroquois, of St. Regis, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Alexander Thompson for the said Tribe says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents, }
 at the Village of St. Regis, in the }
 County of Huntingdon, this 16th }
 day of February, A.D. 1888. }

THOS. WHITE,

his
 ALEXANDER x THOMPSON.
 mark.

G. LONG,

Agent.

Recorded 28th March, 1888. }
 Lib. 117, Folio 469. }
 L. A. CATELLIER,

Dep. Registrar General of Canada.

No. 253.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Iroquois of St. Regis Indians, resident on our reserve in the County of Huntingdon, in the Province of Quebec and Dominion of Canada, for and acting on behalf of the whole people of said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the River St. Lawrence, in the County of _____, and Province of _____, containing by admeasurement sixty acres, be the same more or less, and being composed of that certain island in the River St. Lawrence aforesaid known by the name of Jacobs

Island, and situate nearly opposite to the Village of Summerstown, and south of the flat island long known as Summers Island.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the lease thereof shall, after deducting the usual proportion for expenses of management, be paid to the Band.

And we, the said Chief and Principal Men of the said the Iroquois of St. Regis Indians, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the disposal of said island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this sixteenth day of February, in the year of Our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in }
the presence of:
W. J. WHITE,
ROBERT BARR.

his MICHEL x BENEDICT, mark.	[L.S.]
his ALEXANDER x THOMPSON, mark.	[L.S.]
his THOMAS x LAZAR, mark.	[L.S.]
his PETER x LONGPOINT, mark.	[L.S.]
his PETER x COLWELL. mark.	[L.S.]

DOMINION OF CANADA, }
PROVINCE OF QUEBEC, }
COUNTY OF HUNTINGDON. }
To Wit :

Personally appeared before me, George Long, of St. Regis aforesaid, Indian Agent ; the Hon. Thomas White, Superintendent-General of Indian Affairs, of Ottawa, in the County of Carleton, in the Province of Ontario ; and Alexander Thompson, Chief of the said Band of Indians.

And the said Hon. Thomas White for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Iroquois Tribe of St. Regis of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Alexander Thompson for the said Band says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents at
the village of St. Regis, in the
County of Huntingdon, this 16th
day of February, A.D. 1888.

THOS. WHITE,
ALEXANDER ^{his} x THOMPSON.
mark.

G. LONG,
Agent.

Recorded 9th April, 1888. }
Lib. 94, Fol. 206. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

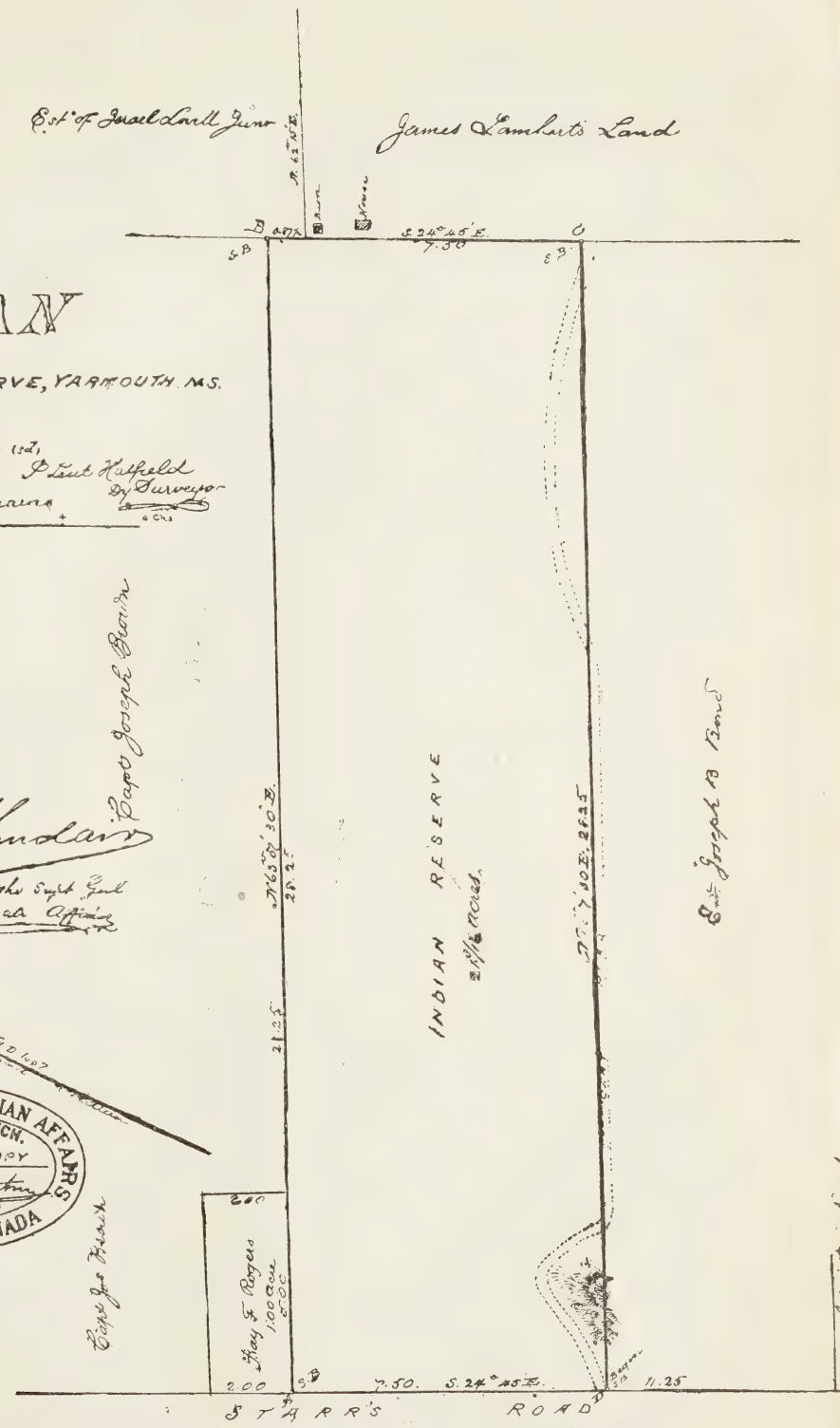
No. 254.

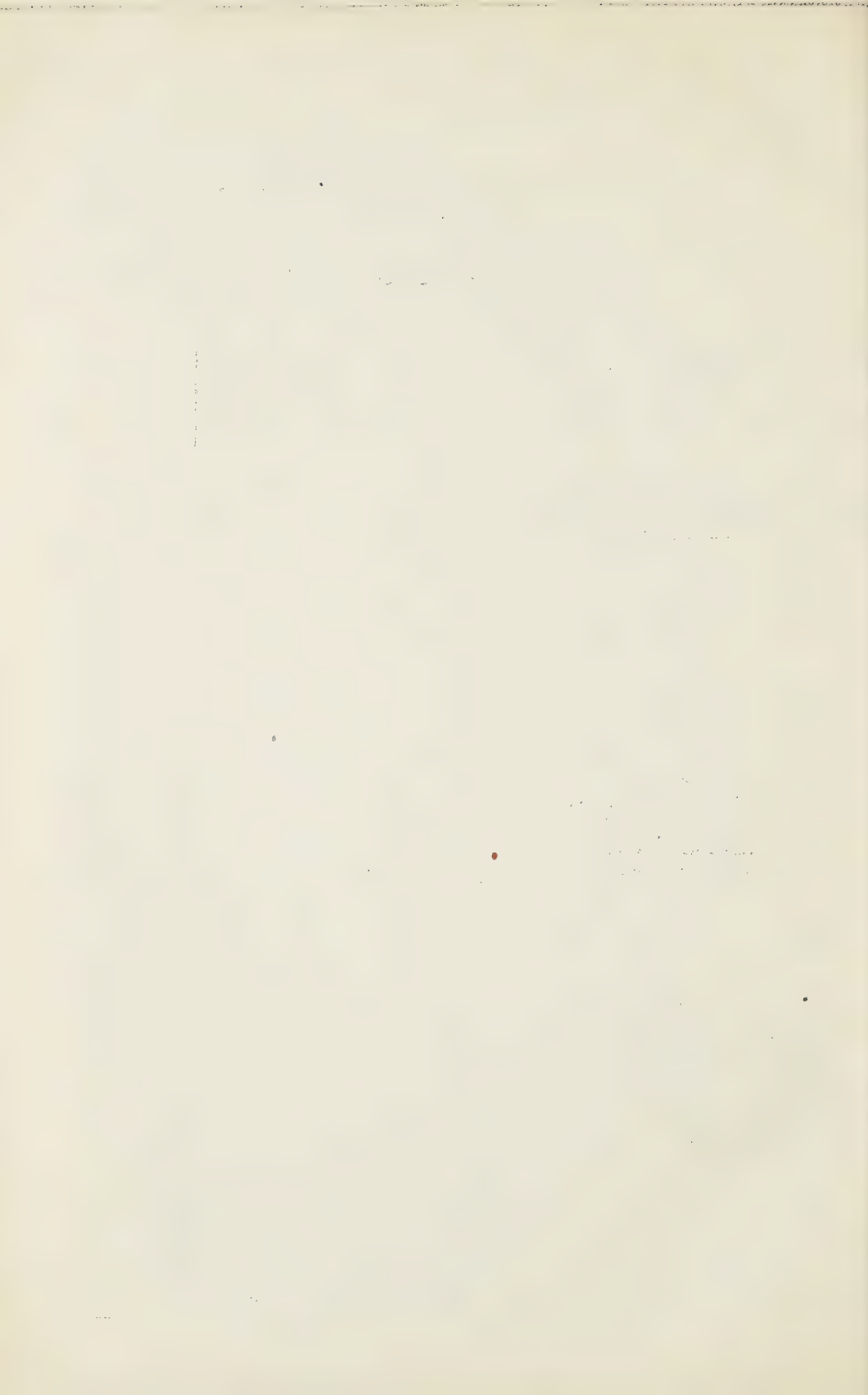
THIS INDENTURE, made the fifth day of November, in the year of Our Lord one thousand eight hundred and eighty-seven, between Hiram A. C. Spinney, of Boston, in the State Massachusetts, United States of America, Yeoman, and Ann Spinney, his wife, and George Willett, of Yarmouth, in the County of Yarmouth, in the Province of Nova Scotia and Dominion of Canada, Yeoman, of the one part, and Her Majesty the Queen, represented in this behalf by the Honourable Thomas White, Her Majesty's Superintendent-General of Indian Affairs for the Dominion Canada, of the other part.

Witnesseth, that the said Hiram A. C. Spinney and Ann Spinney, his wife, and George Willett, for and in consideration of the sum of two hundred dollars of lawful money of Canada to them in hand well and truly paid by Her said Majesty the Queen, represented as aforesaid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have and each of them hath surrendered, granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do, and each of them doth surrender, grant, bargain, sell, alien, enfeoff, release, convey and confirm unto Her said Majesty the Queen, represented as aforesaid, Her heirs, successors and assigns, all that certain lot, piece or parcel of land situate on the eastern side of Starr's Road, so-called, near the said Town of Yarmouth, and bounded and described as follows, viz. :—

Beginning on the eastern side of the said Starr's Road, at a stone bound and a haematack square post marked "I.R." at the south-western corner bound of land now or formerly of the estate of Joseph B. Bond, deceased; thence running north twenty-four degrees and forty-five minutes, west by said Starr's Road seven chains and fifty links to a stone bound and a haematack squarred post marked "I.R." at the south-eastern corner bound of land of Benjamin F. Rogers; thence north sixty-three degrees seven minutes and thirty seconds, east by said land of said Benjamin F. Rogers and land of Joseph J. Brown twenty-eight chains and twenty-five links to a stone bound and a spruce squared post marked "I.R." on the western line of land belonging now or formerly to the estate of the late Israel Lovitt, Jr.; thence south twenty-four degrees forty-five minutes, east in company with said line of said Lovitt's land and by the western line of James Lambert's land, seven chains and fifty links, to a stone bound and squared spruce post marked "I.R." on the north-western corner of the said land now or formerly of the estate of the late Joseph B. Bond, deceased; thence south sixty-three degrees seven minutes and thirty seconds, west by said Bond's land twenty-eight chains and twenty-five links to said Starr's Road and the place of beginning. Being the lands and premises marked "Indian Reserve" on the plan herewith, and to which reference is here made for a further description of the location and boundaries of said lot. Excepting and reserving to James Lambert, his

ROAD





heirs and assigns, the right of passing and repassing by himself, his family, servants, agents and employés, on foot and with carriages, horses, oxen and teams laden and unladen, on, over and through a certain cart road, one rod wide wherever it runs over or across said land and premises and as delineated on said plan to which reference is here made for a further description of the location of said cart road.

Together with all and singular the buildings, hereditaments, easements and appurtenances to the same belonging, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand of the said Hiram A. C. Spinney and Ann Spinney, his wife, and George Willett, of, in or to the same: To have and to hold the said above granted and described lands and premises with the appurtenances unto and to the use of Her said Majesty the Queen, Her heirs, successors and assigns forever.

And the said Hiram A. C. Spinney and Ann Spinney, his wife, and George Willett, for themselves, and each of them for himself and herself, their, and each of their heirs, executors and administrators, do hereby covenant with Her said Majesty the Queen, Her heirs and assigns, that they, the said Hiram A. C. Spinney and Ann Spinney, his wife, and George Willett, have a good, sure, perfect and indefeasible estate of inheritance in fee simple in the said land and premises, and have also good right, full power and absolute authority to grant and convey the same in manner and form aforesaid, according to the true intent and meaning hereof, and that the same are free from encumbrances.

And also that the said Hiram A. C. Spinney and Ann Spinney, his wife, and George Willett and their heirs, the said land and premises unto Her said Majesty the Queen, Her heirs, successors and assigns, against the lawful claims and demands of all persons, shall and will by these presents warrant and forever defend.

IN WITNESS WHEREOF, the parties to these presents have hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered, in the pre-	H. A. C. SPINNEY,	[L.S.]
sence of, by the said Hiram A. C. }	ANN SPINNEY,	[L.S.]
Spinney and Ann Spinney, his wife. }	GEORGE WILLETT.	[L.S.]

JOHN P. FITZGERALD,

Clerk, 267 South 4th St., Philadelphia, U.S.A.

Signed, sealed and delivered by the said }
George Willett in the presence of }

CLIVE CROSBY.

I, Robt. Chas. Clepperton, Her Britannic Majesty's Consul at Philadelphia, certify that on the sixth day of December, A.D. 1887, John P. Fitzgerald, a subscribing witness to the foregoing Indenture, made oath before me that the same was signed, sealed and executed in his presence by the therein named Hiram A. C. Spinney, and Ann Spinney, his wife. And I do hereby further certify that on the date aforesaid appeared personally before me the subscriber, Ann Spinney, wife of the within named Hiram A. C. Spinney, and having been examined by me, separate and apart from her said husband, acknowledged that she freely, and uncompelled by him, signed and executed the said Indenture for the uses and purposes therein written and expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my said office to be affixed, this sixth day of December, A.D. one thousand eight hundred and eighty-seven.

By the Consul,

CHARLES CLEPPERTON,

Acting Vice-Consul.

I certify that on the fourteenth day of December, A.D. 1887, personally came and appeared Clive Crosby, subscribing witness to the foregoing Indenture, made oath before me that the same was signed and executed in his presence by the therein named George Willett.

LEWIS CHIPMAN,
Notary Public and Barrister
of the Supreme Court of Nova Scotia.

DEED from George Willett, Esq., and Annie Willett, spinster, of Yarmouth, N.S., heirs of Thos. Willett, deceased, to Indian reserve lot in Yarmouth, N.S., described as follows, to wit :

Beginning on eastern side of Starr's Road, at a stone bound and a haematack squared post marked "I.R.," at the south-western angle of land owned by estate of Jos. B. Bond, deceased; thence north $24^{\circ} 45''$, west of said road 7 chains and 50 links to a stone bound and haematack squared post mark "I.R.," at the south-eastern angle of land owned by Benjamin F. Rogers; thence north $63^{\circ} 7' 30''$, E. in company with the said Benjamin F. Rogers and Capt. Joseph Brown's land, 28 chains and 25 links to a stone bound and a spruce squared post marked "I.R.," on western line of land belonging to the estate of the late Israel Lovitt, Jr.; thence south $24^{\circ} 45''$, E. in company with said line of Lovitt land and by western line of James Lambert's land 7 chains and 50 links to a stone bound and squared spruce post marked "I.R.," on north-western angle of the said Jos. B. Bond's land; thence south $63^{\circ} 7' 30''$, W. in company with the Bond land 28 chains and 25 links, to the place of beginning; containing $21\frac{3}{16}$ acres, subject to a cart road over said lot, as marked on the plan, one rod wide, used by James Lambert and his family for upwards of twenty years.

P. LENT. HATFIELD,

No. 19522.

Dy. Surveyor.

ABSTRACT TITLE.

"Willett Property," on Starrs' Road, near the Town of Yarmouth, at present occupied by Indians as Squatters.

1st Deed.—Heman Rogers and Emily Rogers, his wife, to Thos. Willett, dated January 1st, 1872, and registered in office of Registry of Deeds, Yarmouth, in Book An., page 136; consideration, \$220. Description: "A lot of land adjoining Pitman's or Starrs' Road, so-called, it being a part of Thomas Rogers' first division, Lot No. 39, on said road, containing in all twenty acres, and bounded as follows, viz.: On the north by Joseph Lambert's land; on the east by Joseph Bond's land; on the west by Joseph Brown's land, and on the south by Starrs' Road." Warranted.

2nd Deed.—Benjamin Rogers, Senr., to Heman Rogers, dated April 22nd, 1859, and registered at Yarmouth aforesaid, in Book A. K., page 653; consideration, £15. Description: "Marsh land and two-fifths of a lot of land adjoining Pitman's or Starrs' Road, being part of Thos. Rogers' first division, Lot No. 39 on said road, containing in all twenty acres."

3rd Deed.—Benjamin Rogers, Senior, to Heman Rogers, dated August 22nd, 1859, and registered at Yarmouth aforesaid in Book A. K., page 654; consideration, £35. Description: "Other lots, and twelve acres of land fronting on Starrs' or Pitman's Road, being three-fifths part of Thos. Rogers' first division, Lot No. 39, set off to Lydia Sanders out of her father's (Cornelius Rogers) estate (see division deed filed in Probate Office, 1817) the same having been transferred to Benjamin Rogers by the same Lydia Sanders and her husband." Warranted.

Mortgage above and other lots, Heman Rogers and Elizabeth, his wife, to Benjamin Rogers, dated August 22nd, 1859, and registered at Yarmouth aforesaid, in Book A. K., page 657; consideration, £235; instalments, £26 a year, nine years.



Copy

~PLAN~
Indian Reserve
Sydney

Scale of Chains



4th. Division estate of Cornelius Rogers, on file in Probate Office, dated April 17th, 1817: "12 acres of land on Pitman's or Starrs' Road, being three-fifths of Lot No. 39, first division," set off to Lydia Sanders, wife of Nathaniel Sanders.

5th. Township plan shows Lot No. 29, first division, set off or granted to Thomas Rogers.

N.B.—We find no deed on record to Benjamin Rogers, except the reference in Deed Three that Lydia Sanders and her husband had transferred three-fifths of said land to said Benjamin Rogers. We are informed that Cornelius Rogers is a son of Thomas Rogers. Our records from 1825 back are very defective, and the Index books contain no grantee side back of that date. The mortgage referred to under Deed Three (3) was, no doubt, paid and settled when due, as Benjamin Rogers, Senior, has been dead and his estate settled some 20 years. The heirs of estate of Benjamin Rogers are, some of them, dead and some of them scattered, and it would be now impossible to obtain a release. We have made careful enquiry with reference to this property, and have no doubt title is good, although defective on the records.

We would recommend that the property be run out by a surveyor and a plan of same made.

Yours, etc.,

CORNING & CHIPMAN.

PROVINCE OF NOVA SCOTIA,

REGISTRAR'S OFFICE, YARMOUTH, December 17th, 1887.

I certify that at ten o'clock a.m. of this day the foregoing instrument and plan was duly registered, pursuant to law, on the oath of John P. Fitzgerald and Clive Crosby, the subscribing witnesses, per certificates, Book B. P., pages 373, 374, 375, 376, 377, 378.

Recorded 1st May, 1888, }
Lib. 127, Fol. 186. }

ADELAIDE MURRAY,
Registrar.

L. A. CATELLIER,
Dep. Registrar General of Canada.

No. 255.

CROWN LAND OFFICE, HALIFAX, N.S., 6th Sept., 1888.

SIR,—In reply to your communication respecting the errors in the plan marked B, attached to the enclosed patent, I beg to say the surveyor's plan was made on a scale of two chains to an inch, and was comparatively correct, but as it was rather large and cumbersome I employed a clerk to reduce it, with the result stated by you.

After a patent has been executed and delivered we cannot make any corrections. Where a change is absolutely necessary the patent is released and another, with the necessary alterations, is issued. In this case I do not consider it necessary to issue a new patent, for it does not appear to me that the incorrect plotting will affect the validity of the title. If, however, you consider it necessary, and send us a release, a new patent will be made out.

I attached a copy of the original plan to the patent.

I have the honour to be, Sir,
Your obedt. servant,

JAMES H. AUSTIN.

L. VANKOUGHNET, Esq., Ottawa.

PROVINCE OF NOVA SCOTIA—PAT. 15245.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland,
Queen, Defender of the Faith, &c., &c., &c.

ADAMS G. ARCHIBALD.

To all to whom these Presents shall come—Greeting.

Whereas the lands and premises hereinafter mentioned and referred to have heretofore been part of the public lands which are vested in Us for the benefit of the Province of Nova Scotia.

And whereas, the Minister of the Interior for Our Dominion of Canada hath requested that the said lands should be transferred and set apart for the uses of the Government of Canada as an Indian reserve, and the Government of Our Province of Nova Scotia hath acceded to the said request and is desirous that the same should be carried into force and effect.

Now Know Ye, that We, of Our special grace, certain knowledge and mere motion, do hereby declare that the lands and premises hereinafter mentioned and described are no longer held by Us for Our said Government and Province of Nova Scotia, but shall be held by Us and Our heirs and successors for Our said Government of the Dominion of Canada, and that the said lands and premises are hereby transferred to the control of Our said Government of the Dominion of Canada, for the uses and purposes of an Indian reserve, that is to say :

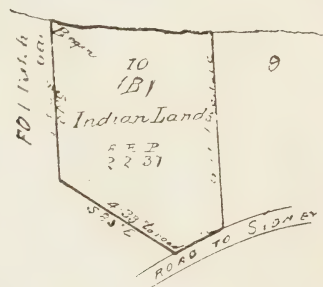
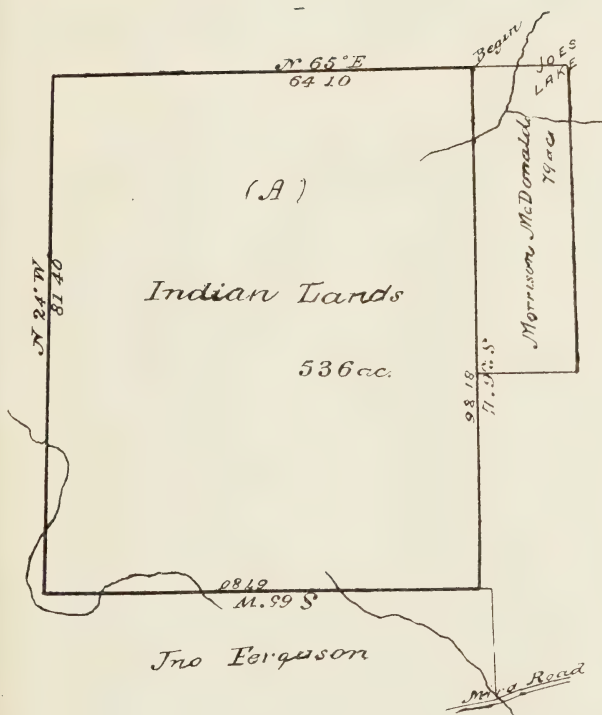
The following lands lying within the Island and County of Cape Breton, situate on the south-west branch of Sydney River, per annexed plan marked A, bounded as follows :—

Beginning at the north-west angle of a lot of seventy-nine acres, granted to Morrison McDonald, in the second range of lots on the southern side of the south-west branch of Sydney River; thence running south twenty-six degrees, east eighty-one chains and twenty-six links to a juniper post; thence south sixty-five degrees, west sixty-seven chains and eighty links to a juniper post; thence north twenty-four degrees, west eighty-one chains and forty links to a juniper post; thence north sixty-five degrees, east sixty-four chains and ten links to the place of beginning, containing five hundred and thirty-six acres, together with lot marked B, per annexed plan, bounded as follows : Beginning at the north-east angle of Lot number 11, on the southern side of Sydney Harbour, granted to F. O. L. Patch in A.D. 1869; thence running south twenty-four degrees, east five chains; thence south eighty-five degrees, east four chains and thirty-three links to the main road leading to Sydney; thence north-easterly by said road one chain and forty-five links; thence north thirty-four degrees, west six chains, to the shore; thence westerly by the shore at high water mark to the place of beginning, containing two acres two roods and thirty-seven perches, the two lots containing together five hundred and thirty-eight acres, two roods and thirty-seven perches, more or less.

Reserving, however, to Us, Our heirs and successors, on behalf of Our said Government and Province of Nova Scotia, all and singular the mines of gold, silver, coal, iron, tin, copper, lead and precious stones, and all beds and seams of gold, silver, coal, iron, tin, copper, lead and precious stones in or under the said land, with full liberty at all times to search and dig for and carry away the same, and for that purpose to enter upon the said land or any part thereof, and further reserving to Us, Our heirs and successors, the right of opening and completing any road or roads through the same that may be found necessary to be made.

And further reserving all the rights, interests, claims, privileges, easements, possessions and other liberties heretofore granted, leased or licensed, or hereinafter granted, leased or licensed, for the purpose of enabling such grantees, lessees or licensees to dig up, search for, win and take all and singular the said minerals above reserved, under and by virtue of the statutes of Our said Province of Nova Scotia, made, enacted, consolidated and now in force, touching and relating to the mines and minerals thereof, and under and by virtue of all rules and regulations now made, and

SIDNEY HARBOR



Scale of Chains
4 3 2 1 0 4 6



Scale of Chains
20 15 10 5 0 20 40 60

Department of Crown Lands
Halifax 28th April 1882
(sd) Joseph Thompson
Attorney General

which shall or may be hereafter made and published in respect of the same, and under and in accordance with the covenants, conditions, agreements, promises and stipulations in the said grants, leases or licenses made, contained and expressed, and further reserving all rights, privileges and easements heretofore granted by us, or lawfully acquired in, to or upon the said lands and premises.

Given under the Great Seal of Our said Province of Nova Scotia.

Witness Our trusty and well beloved, His Honour the Honourable Adams George Archibald, Lieutenant-Governor of Nova Scotia, this twenty-eighth day of April, in the forty-fifth year of Our reign, and in the year of Our Lord one thousand eight hundred and eighty-two.

By His Honour's command,

S. H. HOLMES,

Provincial Secretary.

PROVINCE OF NOVA SCOTIA, }
CAPE BRETON, S.S. }

OFFICE OF REGISTRY OF DEEDS,

SYDNEY, June 9th, 1883.

I certify that the foregoing grant was registered in this office at nine o'clock, forenoon, of this day, in Grant Book D, page 412, pursuant to law.

JNO. GILLIS, *Regr.*

No. 256.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the Band of Ojibewa Indians owning the Indian reserve on the River Desert, in the Township of Maniwaki, in the Province of Quebec, and Dominion of Canada, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular that certain portion or parcel of land containing by admeasurement four acres, be the same more or less, forming part of the Indian reserve aforesaid, and which parcel of land may be known and described as follows, and as laid down on the annexed traced plan of the same, that is to say: That portion of Lot No. 4, River Desert Front, in the said Township of Maniwaki (formerly occupied as a farm by the late Chief Atwin Pekanawatik), bounded on the north by the holdings of Messrs. Hamilton Bros., on the west by the Desert River, on the south and east by a part of said lot now occupied by the successors of the said late Chief.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, all and singular, that certain parcel or tract of land as above described in trust, to be leased for a term of ten years to Mr. Sargeant B. Brock, to build a steam sawmill thereon, at a rental of five dollars per acre per annum. The said lease to be renewable from time to time, provided that the terms thereof shall have been faithfully carried out by the lessee. The rent to be paid to the Superintendent-General of Indian Affairs for the benefit of the grandson of the late Chief Atwin Pekanawatik.

And we, the said Chiefs and Principal Men of the Band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the Government of this Dominion of Canada may do, or cause to be lawfully done, in connection with the said lease of the aforesaid lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this Instrument at River Desert, in the said Province of Quebec and Dominion of Canada aforesaid, this thirteenth day of June, in the year of Our Lord one thousand eight hundred and seventy-four.

Signed, sealed and delivered }
in the presence of: }

JOHN WHITE, *Indian Agent.*
SIMON OTJIK, *Interpreter.*

SIMON OTJIK,

Interpreter.

And six other Indians, Members of the Band.

And we hereby on oath certify before the Honourable Mr. Justice La Fontaine, Judge of Her Majesty's Superior Court for the said Province of Quebec and Dominion of Canada aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and Principal Members of the Band of Indians therein mentioned, assembled at a meeting of such Band and Tribe summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at Fontaine Val,
in the Township of Hull, in the
Province of Quebec, this four-
teenth day of July, in the year
of Our Lord one thousand eight
hundred and seventy-four.

JNO. WHITE.

And one other Indian, a Member of the Band.

A. LA FONTAINE,

Judge of the Supr. Court, Prov. of Quebec.

Recorded 6th August, 1874. }

Lib. S., Fol. 88. }

R. W. SCOTT,

Secretary of State and Registrar-General of Canada.

No. 257.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the River Desert Band of Indians resident on our reserve in Maniwaki, in the Province of Quebec and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Maniwaki, in the County of Ottawa and Province of Quebec, containing by admeasurement ten thousand square feet, be the same more or less, and being composed of a portion of Lot No. 3, Desert Front Range, in the aforesaid Township of Maniwaki, described as follows :— Commencing at the south-west corner of land leased to Joseph Moar; thence east along the south limit of said land one hundred feet; thence south parallel to the Gatineau Road one hundred feet; thence west parallel to south limit of said land leased to Joseph Moar one hundred feet to Gatineau Road; thence north along the east limit of Gatineau Road one hundred feet to the place of beginning.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to lease the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be divided annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said River Desert Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government may do, or cause to be lawfully done in connection with the disposal of said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-sixth day of December, in the year of Our Lord one thousand eight hundred and eighty-seven.

Signed, sealed and delivered in
the presence of: }

SIMON OTJIK,

JOSEPH MINASS,

MATIAS TEHANANA,

JAMES MARTIN,

Indian Agent.

SIMON OTJIK, *Chief.*

JOSEPH MINASS, *Sub-Chief.*

MATIAS TEHANANA, *Sub-Chief.*

JOHN McDougall, *Interpreter.*

his

PETER x TENESCO,

mark.

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

JOHN BERNARD, x	his mark.	[L.S.]
JOSEPH x COMMANDO,	his mark.	[L.S.]
• BERNARD x DECONTIER,	his mark.	[L.S.]
and two other Indians, members of the Band.		
PIERRE x DECONTIER,	his mark.	[L.S.]
PIERRE x MCDUGALL,	his mark.	[L.S.]
JOHN B. x BEAVER,	his mark.	[L.S.]
BENJAMIN x JOLIFEUR,	his mark.	[L.S.]
LOUIS x LACROIX,	his mark.	[L.S.]
and two other Indians, members of the Band.		
NOUNCE x FRANCIS,	his mark.	[L.S.]
ABRAHAM x MCDUGALL,	his mark.	[L.S.]
FRANCIS x SHEMMETTIE,	his mark.	[L.S.]
LOUIS x TANASCON,	his mark.	[L.S.]
PETER x COVART.	his mark.	[L.S.]

DOMINION OF CANADA, }
 PROVINCE OF QUEBEC, }
 COUNTY OF }
 To Wit: }

Personally appeared before me, James Martin, of the Village of Maniwaki, in the Province of Quebec, Indian Agent, and Simon Otjik, Chief of the said Band of Indians.

And the said James Martin for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the River Desert, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Simon Otjik says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to their rules, and held in the presence of the said James Martin.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents James
Martin and Simon Otjik, at the Village
of Maniwaki, in the Co. of Ottawa,
this twenty-seventh day of June, A.D.
1888.

JAMES MARTIN.
SIMON OTJIK.

J. L. ST. JULIEN,

District Magistrate for the Districts of Ottawa and Terrebonne.

Recorded 18th October, 1888. }
Lib. 128, Folio 298. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

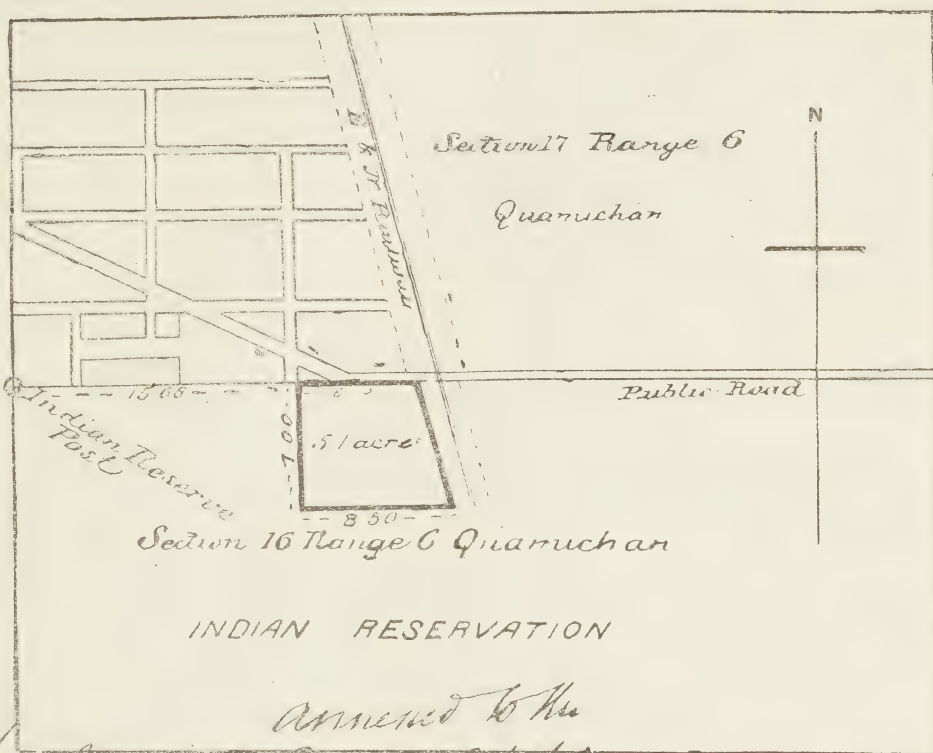
No. 258.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Somenos Band of Cowichan Indians resident on our reserve at Somenos, in the Province of British Columbia and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the District of Quamichan, in the Electoral District of Cowichan, and Province of British Columbia, containing by admeasurement five acres, be the same more or less, and being composed of five acres, more or less, commencing at a post 15.68 chains east from Range Post V and VI, Sec. Post 16 and 17; thence 7.00 chains south; thence 8.50 chains east; thence 7.13 chains north-westerly, following the line of the E. and N. Railway; thence 6 chains west to place of commencement, as per annexed sketch.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to lease and surrender the same to the Cowichan and Salt Spring Island Agricultural Society, upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the lease and surrender thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said Somenos Band of Cowichan Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done, in connection with the lease or surrender aforesaid or the premises.

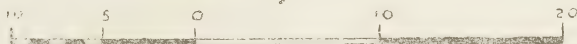


Annexed to the
(29 June 1888) Conveyance
for the Indian Reservation
of the Quamuchan



(29) Mr. P. H. H. H.
Sup. C. H. H. H. 10 July 1888
at the same

Scale of Chains



IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-ninth day of June, in the year of Our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in }
the presence of }

W. H. LOMAS, *Indian Agent,*
Quamichan, B.C.

BAPTISTE QUIL-SET-STUN, x	[L.S.]
CHARLEY WITH KOLATZA, x	[L.S.]
JIM YELLAUGH, x	[L.S.]
SHILCHA-MILT, x	[L.S.]
SER-SHEAIR, x	[L.S.]
TOO-WHOR-MILT, x	[L.S.]
GEORGE HATULTH, x	[L.S.]
QUILL-OH-LARNO, x	[L.S.]
SAM SQUA-LEM, x	[L.S.]
ALEX HUL KAMM, x	[L.S.]
TOM SAULTAMILT, x	[L.S.]

DOMINION OF CANADA, }
PROVINCE OF }
COUNTY OF }
To Wit: }

Personally appeared before me William Henry Lomas, of Quamichan, Indian Agent of the Cowichan Indians, in the Province of British Columbia, and Baptiste Quilsetstun, Chief of the said Band of Indians.

And the said William Henry Lomas for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Somenos Tribe of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band, or interested in the land mentioned in the said release or surrender.

And the said Baptiste Quilsetstun for himself doth say :

That the annexed release or surrender was assented to by me and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to their rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he, the said Baptiste Quilsetstun, is Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the said two deponents, Wm. Hy. Lomas and Baptiste Quilsetstun, at the Court House of Nanaimo, in the County of Nanaimo, this 10th day of July, 1888, after having been duly explained by me to the Chief, through Alex. Mearns, as interpreter.

W. H. LOMAS.
BAPTISTE x QUILSETSTUN.

HENRY P. PELLEW CREASE,

Judge of the Supreme Court at British Columbia.

Recorded 29th October, 1888. }

Lib. 129, Folio 239. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

No. 259.

ARTICLES OF AGREEMENT made this twenty-ninth day of August, in the year of Our Lord one thousand eight hundred and eighty-eight, between the Superintendent-General of Indian Affairs, Ottawa, represented by Francis Ogletree, Indian Agent, Portage la Prairie, of the one part, and the undermentioned members of the Chippewa Tribe of Indians now residing at or near the rapids of the Rousseau River, in the Province of Manitoba, of the other part.

Whereas we, the undersigned Chief, Councillors and Indians of the Chippewa Tribe now residing at or near the rapids of the said Rousseau River, on behalf of ourselves and others of the Chippewa Tribe of Indians do hereby agree to cede, release, surrender and yield up, and by these presents do forever quit claim all the rights, title and interest that we now have or ever had (to the Superintendent-General of Indian Affairs, Ottawa, and his successors in Office), to any and all lands within the Province of Manitoba (and more especially to any claims in Township three (3), Range four (4), east of the First Principal Meridian, in the said Province of Manitoba): With the exception of our first proportion of, and claim to, the Indian reserve situate at the junction of the Rousseau and Red Rivers, in the said Province of Manitoba, on the following conditions, that is to say: the said Superintendent-General shall grant or cause to be granted to the said Chippewa Tribe of Indians, to be held in trust for them and their heirs forever, the whole of section eleven (11), and the south-east one quarter of section ten (10), in Township (3), Range four (4), east of the First Principal Meridian of the Province of Manitoba, in addition to their portion of the reserve as already mentioned as situate at the junction of the Rousseau and Red Rivers, to be held in trust for them and their heirs forever, in compensation for giving up and removing immediately from all other lands claimed by them in said Township three, Range four, in the Province of Manitoba; and it is hereby distinctly understood by and between the said parties, that if the said section eleven (11), and the south-east one quarter of section ten (10), in Township three (3), in Range four (4), east of the First Principal Meridian, in the Province of Manitoba, aforesaid, be not granted unto the said Chippewa Tribe of Indians and their heirs, to be held in trust for them forever by the said Superintendent-General of Indian Affairs, then this agreement shall be void and of none effect.

IN WITNESS WHEREOF, the said parties have hereunto subscribed and set their hand and seal at Dominion City the day and year herein first above mentioned.

Signed, sealed and delivered in the
presence of, the same having been
first read and explained:

his
NAPOLÉON HAYTEN, x *Interpreter.*
mark.

W. A. LETANG,
JAMES AGNEW,
GEO. W. PATERSON,
L. G. RAMSEY,
HORATIO AGNEW.

FRANCIS OGLETREE, *Indian Agent.* [L.S.]

his
NASHWASKOOPE, x *Chief.* [L.S.]

mark.
his
KAQUAYGOONIASH, x or *Big Indian.* [L.S.]

mark.
his
ASHWASHCOOPENAIS, x [L.S.]

mark.
his
MASHEPENAIS, x [L.S.]

mark.
his
SHEESHEEBANCE, x [L.S.]

Councillors.

his
MAGMAHSHEKAHPow, x [L.S.]

mark.
his
KAHOWAMAYWION, x [L.S.]

Indians.

Letter No. 186,648. }
 Reference No. 109,520. }

DEPARTMENT OF THE INTERIOR,
 OTTAWA, 24th October, 1888.

SIR,—I have the honour by direction to acknowledge the receipt of your letter of the 15th ultimo, No. 26,306, accepting the offer made in the Deputy Minister's letter of the 11th of July last, for the transfer to your Department, upon certain conditions, of the whole of Section 11 and the S. E. $\frac{1}{4}$ of Section 10, Township 3, Range 4 east, and to inform you that the lands in question are now at the disposal of your Department, instructions having been sent to the Agent of Dominion Lands at Winnipeg for the selection of a section for the school endowment in lieu of Section 11 aforesaid.

I have the honour to be, Sir,
 Your obedient servant,
 P. B. DOUGLAS, *Assistant Secretary.*

The Deputy Superintendent General of Indian Affairs,
 Ottawa.

Recorded 8th November, 1888. }
 Lib. 128, Fol. 313. }
 L. A. CATELLIER,
Deputy Registrar-General of Canada.

DEPARTMENT OF INDIAN AFFAIRS,
 OTTAWA, 5th November, 1888.

I hereby certify that the above is a true copy of the original letter on file in this Department.

L. VANKOUGHNET,
Deputy of the Supt. General of Indian Affairs.

DEPARTMENT OF INDIAN AFFAIRS,
 OTTAWA, September 15th, 1888.

SIR,—Referring to your letter of the 22nd ultimo, I have the honour to inform you that the Indians of the Rousseau River have now relinquished all claim they may have had to Township 3, Range 4 east, provided they receive a title to Section 11, and the south-east quarter of Section 10, Township 3, Range 4, as was intimated would be the case in letter from your Department of the 11th July last.

Be good enough to advise me when the lands referred to are placed at the disposal of the Indians.

I have the honour to be, Sir,
 Your obedient servant,
 L. VANKOUGHNET,
Deputy of the Supt.-Gen.'l of Indian Affairs.

JOHN R. HALL, Esq.,
 Acting Deputy Minister of the Interior, Ottawa,
 Recorded 8th November, 1888. }
 Lib. 128, Fol. 314. }
 L. A. CATELLIER,
Deputy Registrar-General of Canada.

DEPARTMENT OF INDIAN AFFAIRS,
 OTTAWA, November 5th, 1888.

I hereby certify that the above is a true copy of the original letter on file in this department.

L. VANKOUGHNET,
Deputy of the Supt.-Gen.'l of Indian Affairs.

Recorded 8th November, 1888. }
 Lib. 128, Fol. 312. }
 L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 260.

To all to whom these Presents shall come:

We, the Reverend Edward Riddell Roberts, of Chemong, in the Township of Smith, in the County of Peterborough, in the Province of Ontario, Baptist Clergyman, the Honourable Amos Edwin Botsford, of Sackville, in the County of Westmoreland, in the Province of New Brunswick, a member of the Senate of the Dominion of Canada, Elihu Burritt Edwards, of the Town of Peterborough, in the said County of Peterborough and Province of Ontario, aforesaid, Barrister-at-Law, James Meyer, Esquire, of London, England, Governor of the New England Company, and George Morrice Roger, of the said Town of Peterborough, in the said County of Peterborough and Province of Ontario, aforesaid, Barrister-at-Law.

SEND GREETING:

Whereas, by a certain Instrument under the Great Seal of the then Province of Upper Canada, bearing date on or about the nineteenth day of April, in the year of Our Lord one thousand eight hundred and thirty-four, and in the fourth year of the Reign of His late Majesty King William the Fourth, His Majesty did give and grant unto the Reverend Richard Scott, of the Township of Otonabee, the Reverend Alexander Bethune, of Cobourg, Charles Anderson and Charles Rubidge, both of the Township of Otonabee, Esquires, all in the County of Northumberland, in the District of Newcastle, and the Honourable George Herchmer Markland, of the City of Toronto, in the Home District, and to their heirs and assigns forever, all that parcel or tract of land situate in the Township of Otonabee, in the County of Northumberland, in the District of Newcastle, in the Province of Upper Canada, containing one thousand one hundred and twenty acres, be the same more or less, being the town plot reservation on the Rice Lake and River Otonabee, in the said Township of Otonabee, commencing on the shore of the Rice Lake, where a red cedar post has been planted at the south-east angle of a certain block of land granted to Charles Anderson, Esquire; then north sixteen degrees, forty minutes, west sixty-three chains to where a red cedar post has been planted at the north-east angle of said block; then south seventy-four degrees, five minutes, west sixty-five chains more or less to within one chain of the River Otonabee, then northerly following the several turnings and windings of the said river against the stream, always at the distance of one chain therefrom, to within one chain of lot number seven, in the twelfth concession of the said Township; then north seventy-four degrees, five minutes, east along the southern limit of the allowance for road between the reservation aforesaid and lots numbers seven in the eleventh and twelfth concessions of the said Township; one hundred and eighteen chains to the north-east angle of the said reservation, being in the western limit of the allowance for road between the tenth and eleventh concessions of the aforesaid township; then south sixteen degrees, forty minutes, east along the western limit of the allowance for road produced between the said concessions ninety-six chains fifty links to the Rice Lake; then south-westerly along the water's edge to the place of beginning. Reserving within the same one chain off the front of the said block on the lake as an accommodation for a ferry, with free access to the beach for all vessels, boats and persons, to have and to hold the said parcel or tract of land hereby given or granted to them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, their heirs and assigns for ever, but upon the trusts, nevertheless, and to and for the uses intents and purposes following, that is to say: in trust to hold the same for ever hereafter to and for the benefit of the Indian Tribes in this Province, and with a view to their conversion and civilization.

And whereas it was in and by the said Instrument provided that in case any of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any succeeding trustee or trustees, to be appointed as thereafter mentioned should happen to die or be desirous of being

discharged from the powers or trusts thereby in them reposed or vested, or become incapable of acting in the same, then in every such case, and so often as the same should happen, full power and authority was given by those presents to the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or the survivor or survivors of them, or any of them, or any succeeding trustee or trustees of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any of them, or the survivor or survivors of them or any of them by any writing or writings under their or his hands and seals, or hand and seal, to be by them or him sealed and delivered in the presence of, and attested by, two or more credible witnesses, to nominate, substitute and appoint any other fit person in the room and place of any of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any succeeding trustee who should so die or be desirous of being released or discharged from, or become incapable of acting in the aforesaid trusts or powers, and so from time to time, as often as there should be occasion to nominate, substitute and appoint any other person or persons in the place or stead of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any of them, or any succeeding person or persons to be appointed as aforesaid, who should die or be desirous of being discharged or become incapable as aforesaid, and when and so often as any person or persons should be nominated and appointed as aforesaid, the said parcel or tract of land, hereditaments and premises thereby mentioned, or intended to be thereby granted, should be conveyed with all convenient speed in such manner and form so as that all and every other person or persons so to be appointed as aforesaid should and might be invested with all such powers and authorities, and should and might in all things act in relation to the premises in conjunction with the others of them who should or might survive, or not decline, or not become incapable to act therein as fully and effectually in all respects and to all intents and purposes as if he or they had originally been in and by these presents a grantee to the uses and trusts, and for the purposes aforesaid, anything thereinbefore contained to the contrary thereof in anywise notwithstanding.

And whereas, by the death, resignation and appointment of the original and succeeding trustees, we, the said the Reverend Edward Riddell Roberts, the Honourable Amos Edwin Botsford, E. B. Edwards, James Meyer and George Morrice Roger, became and are the sole surviving trustees duly nominated, submitted and appointed under the powers and authority contained in the hereinbefore in part recited Instrument.

And whereas we are, and each of us is desirous of being discharged from the powers or trusts in us and each of us reposed or vested in and by the said hereinbefore in part recited Instrument and the appointments made thereunder.

Now know ye, we, the said the Reverend Edward Riddell Roberts, the Honourable Amos Edwin Botsford, E. B. Edwards, James Meyer and George Morrice Roger, do, and each of us doth, by virtue and in pursuance of the powers, authority and limitations in the said hereinbefore in part recited instrument contained, and in pursuance of every other power and authority in us and each of us now being, resign, surrender and yield up all powers and trusts thereby and therein reposed or vested in us and each of us, and we do and each of us for himself doth hereby nominate, substitute and appoint Her Majesty Queen Victoria trustee in the room and place of us and each of us, and grant and surrender unto Her Majesty, Her successors and assigns, the parcel or tract of land and premises hereinbefore described.

To have and to hold the same in so far only as we and each of us can or may grant and limit the same unto Her Majesty, Her successors and assigns, to the same uses and purposes and upon the same trusts as in the said hereinbefore in part recited Instrument are declared of and concerning the same, and for the purposes mentioned and contained in "The Indian Act," Chap. 43, Revised Statutes of Canada.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this sixth day of July, in the year of Our Lord one thousand eight hundred and eight-eight (in duplicate).

Signed, sealed and delivered in presence
of the undersigned witnesses to execu-
tion by Rev. Edward Riddell Roberts
and Elihu Burritt Edwards.

F. I. BELL,
CHAS. J. LURRARD.

Signed, sealed and delivered by George
Morrice Roger in presence of:

D. W. DUMBLE,
F. W. GLADMAN.

Signed, sealed and delivered by James
Meyer in presence of:

WALTER C. VENNING.
ISAAC S. LISTER.

Signed, sealed and delivered by Hon.
ourable Amos Edwin Botsford in pre-
sence of:

F. McDougall,
A. W. BENNETT.

EDWARD R. ROBERTS,	[L.S.]
AMOS E. BOTSFORD,	[L.S.]
E. B. EDWARDS,	[L.S.]
JAMES MEYER,	[L.S.]
G. M. ROGER,	[L.S.]

Recorded 13th November, 1888, }
Lib. 127, Fol. 392. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 261.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Rat Portage Band of Indians resident on our Reserve No. 38 A. B. and C., on the Lake of the Woods and Winnipeg River, District of Rainy River, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the said District of Rainy River and Province aforesaid, containing by admeasurement six hundred acres, be the same more or less, and being composed of that certain Island known as the "Sultana Island," and also known as Mining Location X 42, situate near the north shore of the Lake of the Woods.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

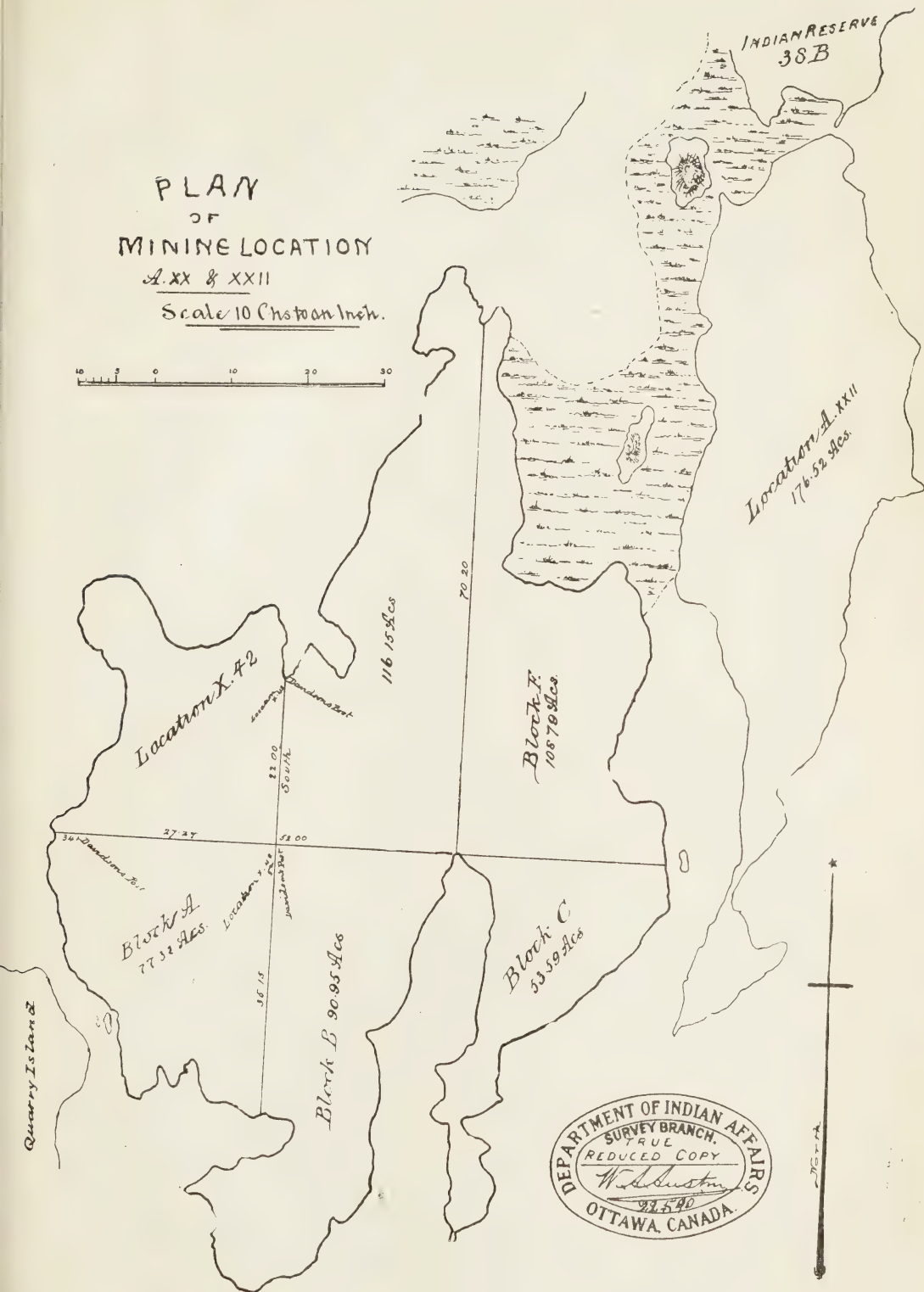
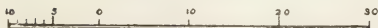
And upon the further condition that all moneys received from the said lands thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever.

And we, the said Chief and Principal Men of the said Band, do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the said portion of Reserve No. 38 B.

PLAN OF MINE LOCATION

A.XX & XXII

Scale 10 Chetoon Inch.



IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this eighth day of October, in the year of Our Lord one thousand eight hundred and eighty-six.

Signed, sealed and delivered }
in the presence of }
FRANK GARDINER, *J.P.*

PAGOONA KESHICK, ^{his} x *Chief.* [L.S.]
mark.

PAISHU ^{his} x QUA-BAY, }
mark. }
his }
TAPOH x SASH, } [L.S.]
mark. }
his }
PEE-TWA x WA-KEJICK, }
mark. }

CANADA, }
PROV. OF ONTARIO, }
DISTRICT OF RAINY RIVER. }
To Wit: }

Personally appeared before me, George McPherson, of Assabaskashing, Indian Agent, and Pagoona Keshick, chief of the said Band of Indians.

And the said George McPherson for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Band 38 of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose, and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Pagoona Keshick doth say :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to the rules, and held in the presence of the said deponent, Pagoona Keshick, and George McPherson, Indian Agent.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is the Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents }
George McPherson and Pagoona }
Keshick, at the Village of Rat }
Portage, in the District of Rainy }
River, this 12th day of February, }
A.D. 1887. }

G. MCPHERSON,
PAGOONA ^{his} x KESHICK.
mark.

W. D. LYON,
Stipendiary Magistrate.

Names of Indians, Rat Portage Band, being on Surrender of a portion of Reserve
No. 38 B.

No.	Name.	Voting in the Affirmative.	Absent or other- wise.
1	Ass-hee-wequa-neash		1
2	A-pee-cheete x	1	
3	A-meas-Koosis x		0
4	Henry Alexander x	1	
5	Enne-bis		1
6	Kai-quatch x	1	
7	Kai-bais-kung		1
8	Kees-bee-quass x	1	
9	Kai-ka-koose x	1	
10	Kee-pi-twa-yash		1
11	Kai-tee-guance x	1	
12	Ka-wee-ta-hassin x	1	
13	Ka-wee-tas-kung x	1	
14	Kai-tai-wee-munds (Woman)		0
15	Kie-va-ta-Kei-jick x	1	
16	Ka-kee-way x	1	
17	Ka-ma-ta-wee		1
18	Lindsay David x	1	
19	Misqu		1
20	Min-way-way-be-ness		1
21	Mais-hee-kaish		1
22	Moo-kio-cabow		1
23	Mee-qui-nish x	1	
24	Mac-nab x	1	
25	Matasopetawe-kejick x	1	
26	Nai-ta-wee-ka-bow x	1	
27	Otee-ka-bow x	1	
28	Osawes-tee-quan		1
29	Ogie-ma-watchewabe x	1	
30	Pagoona-kejick x	1	
31	Pee-washk		1
32	Paishee-quabay x	1	
33	Pai-pana-pis-kung x	1	
34	Peh-twa-wa-kejick x	1	
35	Patoosh		1
36	Sha-boo-ke-jick		1
37	She-ba-quan x	1	
38	Ta-pah-sash x	1	
39	Ta-tee-bay-awban-webe x	1	
40	Wassabis		1
41	Wa-say-kie-jick		1
42	Wa-sas-kit		0
Total		24	15

G. McPHERSON,
Indian Agent.

RAT PORTAGE, 8th October, 1886.

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
DISTRICT OF RAINY RIVER.
To Wit:

Personally appeared before me, George Macpherson, Indian Agent of the Rat Portage Band of Indians, and Pagoona-kejick, Chief of the said Band of Indians.
And the said George Macpherson for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the said district, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Pagoona-kejick doth say :

That the annexed release or surrender was assented to by him and the majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said deponent and George McPherson, Indian Agent.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is the Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents
George McPherson and Pagoona-kejick, at the Town of Rat Portage, in the District of Rainy River, this eighth day of October, A.D. 1886. }

his
PAGOONA x KEEJICK, *Chief*.
mark.
GEORGE MCPHERSON,
Indian Agent.

FRANK GARDINER, *J. P.*

Recorded 1st December, 1888. }
Lib. 128, Fol. 315. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 262.

DEPARTMENT OF JUSTICE,
OTTAWA, Dec. 12th, 1888.

Fisher's Grant Indian Reserve.

Sir.—I have the honour to forward herewith a conveyance to Her Majesty from Robt. P. Fraser *et ux.*, and I am to point out that Messrs. Stewart and Tanner, in drawing up the deed, represented Her Majesty in the deed by the Minister of the Interior, instead of the Superintendent-General of Indian Affairs. I know of no way of rectifying this (otherwise than by re-conveying the land to Fraser and taking a new deed from him), as the interest of the grantors has been conveyed to Her Majesty by the present deed, and consequently a new deed from them would convey nothing. The title, however, is now in Her Majesty. I also transmit file No. 6079 of 1883, of your Department, and a certificate for \$17 in favour of Messrs. Stewart and Tanner, for their services in connection with the matter.

Your obedient servant,

L. VANKOUGHNET, Esq.,
Deputy Supt.-Gen. of Indian Affairs.

GEO. L. B. FRASER,
Acting D. M. J.

Recorded 9th January, 1889. }
Lib. 127, Fol. 403. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

THIS INDENTURE, made this first day of December, in the year of Our Lord one thousand eight hundred and eighty-eight, between Robert P. Fraser, of Pictou, in the County of Pictou and Province of Nova Scotia, Druggist, and Margaret Catherine, his wife, hereinafter called the parties of the first part, of the one part, and Her Majesty Queen Victoria, represented herein by the Minister of the Interior of Canada, hereinafter called the party of the second part, of the other part : Witnesseth, that the said parties of the first part, for and in consideration of the sum of three hundred dollars of lawful money of Canada to them in hand well and truly paid by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have and each of them hath granted, surrendered, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do, and each of them doth, grant, surrender, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, Her heirs, successors and assigns, all that certain lot, piece or parcel of land situate, lying and being at Fisher's Grant, in the said County of Pictou, and abutted, bounded and described as follows, that is to say : Fronting on the north side of Boat Harbour, beginning on the shore of said Boat Harbour at the south-western corner of a lot of land formerly owned by the late Thomas Mudie, deceased, and running thence northerly along the western line of said lot to the south-eastern corner of a lot of land sold by the late William Powell in his life time to James G. Sproull, being lot number seven on the plan of lands of the said William Powell, deceased, hereinafter referred to ; thence along the southern line of the said last mentioned lot to the south-western corner thereof on the eastern line of lands formerly owned by the late George Ives, deceased ; thence southerly along the said line to the shore of Boat Harbour, aforesaid ; thence easterly along the courses of the said shore to the place of beginning, according to a plan and survey thereof made by James S. Fraser, surveyor, dated the 24th day of June, A.D. 1875, which said plan is on file in the Registry of Deeds at Pictou, aforesaid, being land required for the use of the Indians, together with all buildings, ways, waters, water courses, privileges, advantages and appurtenances whatsoever belonging, or in any wise appertaining, to the lands, premises and hereditaments hereby conveyed or intended so to be, or any part thereof, and the remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower, right or title to dower, use, property, possession, claim and demand whatsoever, both at law and in equity of them the said parties of the first part, of, into, out of, or upon the said lands and premises hereby granted and released, or intended so to be, and every part and parcel thereof with their and every of their appurtenances, to have and to hold the lands, premises and hereditaments hereby granted, or expressed so to be, unto and to the use, benefit and behoof of the said party of the second part, Her heirs, successors and assigns forever.

And the said Robert P. Fraser doth hereby for himself and his heirs, executors and administrators, covenant, promise and agree with the said party of the second part, Her heirs, successors and assigns, that notwithstanding any act, deed or thing by the said parties of the first part, or one of them, done or executed, or knowingly suffered to the contrary, they the said parties of the first part now have, or one of them now has, good right to grant the said lands, premises and hereditaments unto, and to the use of, the said party of the second part, Her heirs, successors and assigns, in manner aforesaid ; and that the said party of the second part, Her heirs, successors and assigns, shall and may at all times hereafter peaceably and quietly enjoy and possess the said lands, premises and hereditaments and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the said parties of the first part, or either of them, or any person or persons lawfully or equitably claiming from under, or in trust for them or either of them ; and that the said parties of the first part and all persons having or lawfully or equitably claiming any estate or interest in the said lands, premises and hereditaments or any of them, or any part thereof from, under or in trust for them, the said parties of the first part, or either of them, shall and

will from time and at all times hereafter, at the request and cost of the said party of the second part, Her heirs, successors or assigns, do and execute, or cause to be done and executed, all such acts, deeds and things whatsoever for the further and more perfectly securing and assuring the said lands, premises and hereditaments and every part thereof unto and to the use of the said party of the second part, Her heirs, successors and assigns, in manner as aforesaid as shall and may be reasonably required; and further, that they, the said parties of the first part, will warrant and defend the said lands, premises and hereditaments unto the said party of the second part, Her heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the parties hereto have to these presents their names and seals subscribed and affixed on the day and year first above written.

Signed, sealed and delivered}	R. P. FRASER,	[L.S.]
in presence of }	MARGARET C. FRASER.	[L.S.]
CHAS. E. TANNER.		

PROVINCE OF NOVA SCOTIA, }
COUNTY OF PICTOU, S.S. }

Be it remembered that on this first day of December, A.D. 1888, before me the subscriber personally appeared Margaret Catherine, wife of the within named Robert P. Fraser, and having been examined by me separate and apart from her said husband, declared and acknowledged that she executed the said within written indenture, as and for her act and deed, without fear, threat or compulsion of, from or by her said husband, and for a full release of all her claims to the land therein described.

CHAS. E. TANNER,
Notary Public and Barrister of Supreme Court.

PROVINCE OF NOVA SCOTIA, }
COUNTY OF PICTOU, S.S. }

I hereby certify that Charles E. Tanner, subscribing witness to this deed, made oath before me this first day of December, A.D. 1888, at Pictou, in said County, that the same was signed, sealed and executed in his presence by Robert P. Fraser and Margaret C. Fraser therein named.

JOHN FERGUSON,
Reg'r. of Deeds, Pictou Co.

Recorded 31st December, 1888.	}
Lib. 127, Fol. 399.	
L. A. CATELLIER,	
<i>Dep. Registrar-General of Canada.</i>	

PROVINCE OF NOVA SCOTIA,
REGISTRAR'S OFFICE, PICTOU, 1st December, 1888.

I certify that the within Instrument was duly registered at 5 p.m. of the above day in Book 93, pages 114, 115, 116 and 117, on the oath of Chas. E. Tanner, a subscribing witness thereto.

JOHN FERGUSON,
Reg'r.

No. 263.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Rice Lake Band of Indians resident on our reserve in the Township of Otonabee, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors,—

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Otonabee, in the County of Peterborough and Province of Ontario, containing by admeasurement fifteen acres, be the same more or less, and being composed of the south-west corner of the west half of lot number six in the tenth concession of the said Township of Otonabee, excepting one-half acre upon which Alice Anderson resides.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors, for seven years from first January, 1889, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people; at the expiration of said seven years the land to revert to the Band.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid to Alice Anderson.

And we, the said Chief and Principal Men of the said the Rice Lake Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the lease of said portion of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this eighteenth day of January, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered }
in the presence of }
EDWIN HARRIS.

CHARLES ANDERSON,	[L.S.]
JEREMIAH CROWE,	[L.S.]
ROBERT B. CROWE,	[L.S.]
WELLINGTON COWE,	[L.S.]
JAMES HOWARD,	[L.S.]
JOSEPH LOUKES,	[L.S.]
DANIEL FRASER,	[L.S.]
DAVID COWE,	[L.S.]
M. G. PAUDUSH,	[L.S.]
ROBT. PAUDUSH,	[L.S.]
JAMES CROWE,	
ROBT. SOPER,	
ANDREW ANDERSON.	

DOMINION OF CANADA,
PROV. OF ONTARIO,
CO. OF PETERBOROUGH.
To Wit: }

Personally appeared before me, Edwin Harris, of the Village of Gore's Landing, in the Province of Ontario, Indian Agent, and Missang George Paudush, Chief of the said Band of Indians.

And the said Edwin Harris for himself saith :—

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Rice Lake Reserve of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Missang George Paudush says :

That the annexed release or surrender was assented to by himself and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to their rules, and held in the presence of the said Edwin Harris.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the said deponents
 Edwin Harris and Missang George
 Paudush, at the Town of Peterbor-
 ough, in the Co. of Peterborough, this
 13th day of February, A.D. 1889. }

EDWIN HARRIS,
 M. G. PAUDUSH.

D. W. DUMBLE,

Police Magistrate.

Recorded 12th April, 1889. }

Lib. 93, Fol. 661. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 264.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Lakes Huron and Simcoe, resident on our reserve in the Township of Rama, in the County of Ontario, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular, that certain parcel or tract of land and premises situate, lying and being in Lake Coucheching, in the County of Ontario and Province of Ontario, containing by admeasurement fourteen and one-half acres, be the same more or less, and being composed of Heron Island, in Lake Coucheching aforesaid.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed to our credit, and the interest thereon paid to us and our descendants annually or semi-annually.

And we, the said Chief and Principal Men of the said The Chippewas of Lakes Huron and Simcoe do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the disposal of said island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 27th day of December, in the year of Our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered)
 in the presence of
 D. J. McPHEE.

J. B. NANIGISHKUNG,	[L.S.]
JOSEPH YELLOWHEAD,	[L.S.]
JOHN KENICE,	[L.S.]
JOHN WILLIAMS,	[L.S.]
GILBERT WILLIAMS,	[L.S.]
JOSEPH KENICE,	[L.S.]
JOHN B. NANGISHKUNG,	[L.S.]
MICHAEL GERMAIN,	[L.S.]
AUGUSTUS YELLOWHEAD,	[L.S.]
W. M. BEATTY,	[L.S.]
JAMES INGERSOL.	[L.S.]

DOMINION OF CANADA, }
 PROVINCE OF ONTARIO, }
 COUNTY OF ONTARIO. }
 To Wit:

Personally appeared before me Zacheus Burnham, of the Town of Whitby, in the Province of Ontario, Judge County Court, Duncan J. McPhee, Indian Agent, and Joseph B. Nanigishkung, Chief of the said Band of Indians.

And the said Duncan J. McPhee for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Rama, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Joseph B. Nanigishkung says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Duncan J. McPhee.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents }
 at the Town of Whitby, in the }
 County of Ontario, this 9th day }
 of January, A.D. 1880. }

D. J. MCPHEE,
 J. B. NANIGISHKUNG.

Z. BURNHAM, *Judge, Co. Court, Co. Ont.*

Recorded 18th April, 1889. }
 Lib. 131, Fol. 55. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 265.

We the undersigned Chiefs and Headmen, on behalf of ourselves and the other members of the Wood Cree Tribe of Indians, having had explained to us the terms of the treaty made and concluded near Carlton, on the 23rd day of August and on 28th day of said month respectively, and near Fort Pitt on the 9th day of September, 1876, between Her Majesty the Queen, by the Commissioners duly appointed to negotiate the said treaty, and the Plain and Wood Cree and other Tribes of Indians inhabiting the country within the limits defined in said treaty, but not having been present at the councils at which the articles of the said treaty were agreed upon, do now hereby for ourselves and the Bands which we represent, in consideration of the provisions of the said treaty being extended to us and the Bands which we represent, transfer, surrender, and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of the Government of the Dominion of Canada, all our right, title and interest whatsoever which we and the said Bands which we represent hold and enjoy, or have held and enjoyed, of, in and to the territory included within the follow-

ing limits : All and singular that portion or tract of land being the north part of the Land District of Prince Albert, as shown on the maps published by the Honourable the Minister of the Interior, dated at Ottawa on the 31st day of August, 1885; the same tract being north of the northerly limit of Treaty No. 6, North-West Territory, containing 11,066 square miles, be the same more or less, and more particularly described as follows : Commencing at a point being the north-west corner of projected Township No. 70, Range 10, west of the Third Initial Meridian; thence easterly along the northern boundaries of projected Townships Nos. 70 to the north-east corner of projected Township No. 70, Range 13, west of the Second Initial Meridian; thence southerly following the east boundary of said 13th Range of projected Townships to the northern limits of Treaty No. 6, into the projected Township No. 80; thence westerly following the northerly limit of Treaty No. 6 to the south-eastern shore of Green Lake, being at the north-easterly part of projected Township No. 58, Range 10, west of the Third Initial Meridian; thence following the westerly shore of Green Lake to the main inlet thereof known as Beaver River; thence up the right bank of Beaver River to its intersection with the west boundary of projected Township No. 62, Range 10, west of the Third Initial Meridian; thence northerly following the west boundary of projected townships of Range 10, west of the Third Initial Meridian, to the point of commencement.

Also, all our right, title and interest whatsoever to all other lands wherever situated, whether within the limits of any other treaty heretofore made, or hereafter to be made with Indians, and whether the said lands are situated in the North-West Territories or elsewhere in Her Majesty's Dominion, to have and to hold the same unto and for the use of Her Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several benefits, payments and reserves promised to the Indians adhering to the said treaty at Fort Pitt or Carlton; with the proviso as regards the amount to be expended annually for ammunition and twine, and as respects the amount to be expended for three years annually in provisions for the use of such Indians as are settled on reserves and are engaged in cultivating the soil, to assist them in such cultivation, that the expenditure on both of these items shall bear the same proportion to the number of Indians now treated with as the amounts for those two items as mentioned in Treaty No. 6 bore to the number of Indians then treated with. And we solemnly engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of the Chiefs and Indians therein named to be observed and performed, and we agree in all things to conform to the articles of the said treaty, as if we ourselves and the Bands which we represent had been originally contracting parties thereto and had been present at the council held near Fort Pitt or near Carlton and had there attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's special Commissioners and the Chiefs and Councillors of the Bands hereby giving their adhesion to the said treaty have hereunto subscribed and set their hands at Montreal Lake this eleventh day of February, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed by the parties hereto in the presence of the undersigned witnesses, the same having been first explained to the Indians by the Venerable Arch-deacon Mackay:

A. G. IRVINE, *Lt.-Colonel,*
Commissioner.

R. GOULET,
Commissioner.

A. J. MCNEILL,
Indian Department.

H. J. MOBERLY,
C. F., H. B. Co.

JAMES ROBERTS,

WILLIAM CHARLES, ^{his} x
mark.

AMOS CHARLES, ^{his} x
mark.

JOSEPH CHARLES, ^{his} x
mark.

ELIAS ROBERTS, ^{his} x
mark.

JOHN COOK, ^{his} x
mark.

Chiefs.

Councillors of James
Roberts' Band.

H. H. ALEXANDER,
Sergt., N. W. M. P.
 C. V. ALLOWAY,
 J. A. MACKAY,
Archdeacon of Saskatchewan.

BENJAMIN BIRD, ^{his} x
 mark.
 ISAAC BIRD, ^{his} x
 mark.
 PATRICK BIRD, ^{his} x
 mark.
 MOSES BIRD, ^{his} x
 mark.

Councillors of William
 Charles' Band.

Recorded 1st. December, 1855. }
 In Lib. C.S., Folio 137. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 266.

KNOW ALL MEN BY THESE PRESENTS, that we, Joshua Wawanosh, David Wawanosh, Andrew Nageshig, Johnson Waupugass, William Paumasung and George Ashgawonabie, Chiefs of the Tribe of Chippewa Indians, being possessors of a certain tract or parcel of land lying in the Township of Bosanquet, in the County of Lambton, Province of Canada, containing by admeasurement one hundred and eleven acres, be the same more or less, being composed of lot number twenty-seven, in the sixth concession of the Township of Bosanquet, do hereby surrender and yield up unto Her Most Gracious Majesty Victoria, Queen of Great Britain and Ireland, Her heirs and successors, all our claim, right, interest and property whatsoever, both in law and in equity of, in and to the said parcel or tract of land, forever.

To the end and purpose that Her Majesty may be graciously pleased to order and direct that the said parcel or tract of land above described shall be sold for the benefit of our tribe, known as the Chippewas of Sarnia.

IN TESTIMONY WHEREOF, we, the said Chiefs, have hereunto set our hands and seals in council assembled at Port Sarnia, in the County of Lambton, this twenty-seventh day of September, in the year of Our Lord one thousand eight hundred and fifty-five.

Signed, sealed and delivered }
 in our presence, being first }
 read and explained. }
 FROOME TALFOURD, *V. S. I. A.*
 HENRY P. CHASE, *I. I. D.*

JOSHUA WAWANOSH, (totem) [L.S.]
 ANDREW NAGEESHIGK, " [L.S.]
 JOHNSON WUPUGASS, " [L.S.]
 DAVID B. WAWANOSH, " [L.S.]
 WILLIAM PAMOSSONG, " [L.S.]
 GEORGE ASHGWAYWONABIE, " [L.S.]

Recorded 1st December, 1855. }
 In Lib. C.S., Folio 137. }

GEO. ET. CARTIER, *Regr.*

No. 267.

[KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Mohawks of the Bay of Quinté, resident on our reserve, in the Township of Tyendinaga, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Town of Deseronto, in the County of Hastings and Province of Ontario, containing by admeasurement three acres, be the same more or less, and being composed of three acres of land situate on the

corner of Brant and Thomas streets, extended on the north side of Thomas street, being part of the east half of lot number thirty-seven in Concession A of the Mohawk Indian Reserve.]

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, and also the sum of one thousand dollars to pay the Indian owner for the land and his improvements thereon, be placed to our credit, and the interest thereon paid to us and our descendants annually or semi-annually for ever.

And we, the said Chief and Principal Men of the said the Mohawks of the Bay of Quinté do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the disposal of said land for High School purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 17th day of May, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in }
the presence of }
MATTHEW HILL,
Indian Agent.
Chief SOLOMON LOFT.

Chief JACOB B. BRANT,	[L.S.]
ISAAC POWLES,	[L.S.]
ANDREW MARACLE,	[L.S.]
JOHN P. BRANT,	[L.S.]
SOLOMON LOFT,	[L.S.]
SAMUEL LOUIS,	[L.S.]
JONAH BRANT,	[L.S.]
JOHN CLAUS,	[L.S.]
DOUGLAS POWLES,	[L.S.]
HENRY HILL.	[L.S.]

DOMINION OF CANADA,
PROV. OF ONTARIO,
COUNTY OF HASTINGS,
To Wit: }

Personally appeared before me Matthew Hill, of the Township of Tyendinaga, County of Hastings, in the Province of Ontario, Indian Agent, and Solomon Loft, of the same place, Chief of the said Band of Indians.

And the said Matthew Hill for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Mohawk Indian Reserve, on the Bay of Quinté of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Solomon Loft, Chief, says :

That the annexed release or surrender was assented to by myself and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Agent and myself.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the two deponents
Matthew Hill and Solomon Loft, at
the Town of Deseronto, in the County
of Hastings, this 22nd day of May,
A.D. 1889.

MATTHEW HILL,
SOLOMON LOFT,
Chief.

E. B. FRALECK,
Judge of County of Hastings.

Recorded 25th June, 1889, {
Lib. 128, Fol. 447. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 268.

CANADA, }
TERRITORIES. }
Number 1322.
R. 6, Folio 224.

CERTIFICATE OF OWNERSHIP.

Assiniboia Land Registration District.

This is to certify that the Honourable the Superintendent-General of Indian Affairs for the Dominion of Canada is now the owner of an estate in fee simple of and in the north half of section number twenty-eight (28), in township number seventeen (17), in range number twenty (20), west of the Second (2nd) Meridian, in the Provisional District of Assiniboia, in the North-West Territories of the Dominion of Canada, containing by admeasurement three hundred and twenty (320) acres of land, more or less, subject to the encumbrances, liens and interests notified by memorial underwritten or endorsed hereon, or which may hereafter be recorded in the Register of Title, and to the reservations contained in the grant thereof from the Crown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this fifteenth day of May, A.D. 1888.

GEO. A. MONTGOMERY, [L.S.]
Registrar, Assiniboia Land Registration District.

P. O. Address : Ottawa, Ont.

No. 269.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Rat Portage Band of Indians resident on our reserve Number 38 B, near the Village of Rat Portage, in the District of Rainy River, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the District of Rainy River and Province of Ontario, containing by admeasurement two thousand nine hundred and eighty-three acres, be the same

more or less, and being composed of that portion of the said Reserve 38 B described as follows, that is to say : Commencing at the south-east angle of the said Reserve No. 38 B ; thence north-westerly and north-easterly along the eastern boundary of said reserve to the north-east angle of the same ; thence due west, a distance of three hundred (300) chains along the northern boundary of said reserve ; thence due south a distance of seventy-five (75) chains to the shores of the Lake of the Woods ; thence southerly, following the shores to a point on the said shore lying one hundred and twenty (120) chains, south of the northern boundary of the said reserve ; thence due east a distance of ninety (90) chains to the shores of Indian Bay ; thence northerly and easterly, following the said shore, to the place of beginning. Also two (2) islands shown and coloured red on the attached plan of the said reserve, the whole containing by admeasurement two thousand nine hundred and eighty-three (2,983) acres, be the same more or less.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell, lease or otherwise dispose of the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all monies received from the sale, lease or other disposition thereof shall, after deducting the usual proportion for expenses of management, be invested by Her said Majesty the Queen for the benefit and use of us, the Chief and members of Rat Portage Band of Indians, Reserve No. 38 B, our heirs and successors.

And we, the said Chief and Principal Men of the said Rat Portage Band, Reserve No. 38 B, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the said portion of our Reserve No. 38 B hereby released, remised and surrendered.

IN WITNESS WHEREOF, we have herunto set our hands and affixed our seals this sixth day of June, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered }
in the presence of : }
G. MITCHELL,
S. S. SCOVIL, M.D.

PUGOONAKEJICK, <i>Chief</i> ,	x	[L.S.]
	his mark.	
PAISHEEUABAY, <i>Counr.</i> ,	x	[L.S.]
	his mark.	
PEETWAYWAKEJICK, <i>Counr.</i> ,	x	[L.S.]
	his mark.	
TAPAYAYSASH, <i>Counr.</i> ,	x	[L.S.]
	his mark.	
OGEENIAWATCHWAT,	x	[L.S.]
	his mark.	
KEESHEGUAS,	x	[L.S.]
	his mark.	
KAIAKAKOOUSE,	x	[L.S.]
	his mark.	
KAEEPITWAYASH,	x	[L.S.]
	his mark.	
KATEEGUANCE,	x	[L.S.]
	his mark.	
KAKEEWAY,	x	[L.S.]
	his mark.	

MINWAYWAYPENESS,	his x mark.	[L.S.]
MACNAB,	his x mark.	[L.S.]
MATASOPETAWEKEJICK,	his x mark.	[L.S.]
NAITAWEKABOU,	his x mark.	[L.S.]
NAITUMEPENESS,	his x mark.	[L.S.]
PEIPAUNPESKUNG,	his x mark.	[L.S.]
SHEEPAGUAN,	his x mark.	[L.S.]
TATEEBAYAWBAINOSBE,	his x mark.	[L.S.]
WASABIS,	his x mark.	[L.S.]
WASAIKEEJICK,	his x mark.	[L.S.]
KAQUAITCH,	his x mark.	[L.S.]
MEEQUANIS,	his x mark.	[L.S.]
EUNENIS,	his x mark.	[L.S.]

DOMINION OF CANADA,
PROV. OF ONTARIO,
DISTRICT OF RAINY RIVER,
To Wit: }

Personally appeared before me Pugoonakejick, of the Lake of the Woods, in the Province of Ontario and Dominion of Canada, Chief of the said Band of Indians.

And the said Pugoonakejick for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Reserve Number 38 B of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or Surrender.

And the said Pugoonakejick says :

That the annexed release or surrender was assented to by himself and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents Pugoonahejick, Chief, and R. J. N. Pither, Indian Agent, at the Lake of the Woods, in the District of Rainy River, this eleventh day of June, A.D. 1889.

W. D. LYON, S.M.

Recorded, 2nd August, 1889. }
Lib. 129, Fol. 328. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

PUGOONAKEJICK, ^{his} x
mark.

ROBERT JOHN NICHOLSON PITHER.
Indian Agent.

No. 270.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Wyandotts of Anderdon Band of Indians resident on our reserve in the Township of Anderdon, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Anderdon, in the County of Essex and Province of Ontario, containing by admeasurement fourteen acres and eighty-six hundredths of one acre, be the same more or less, and being composed of gore at the rear of lot number seventeen in the first concession of the aforesaid Township of Anderdon.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed to our credit and the interest thereon paid to us and our descendants annually or semi-annually for ever.

And we, the said Chief and Principal Men of the said the Wyandotts of Anderdon do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the disposal of said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-sixth day of June, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in }
the presence of }
EBENEZER WATSON.

JAMES CLARK. [L.S.]

DOMINION OF CANADA,
 PROVINCE OF ONTARIO,
 COUNTY OF ESSEX.
 To Wit:

Personally appeared before me, Ebenezer Watson of the Town of Sarnia, in the Province of Ontario, Indian Lands Agent, and James Clark, Chief of the said Band of Indians.

And the said Ebenezer Watson for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Wyandotts of Anderdon of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said James Clark says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Ebenezer Watson.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is the Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents
 Ebenezer Watson and James Clark
 at the Town of Windsor in the
 County of Essex this 26th day of
 June, A.D. 1889.

EBENEZER WATSON.

JAMES CLARK.

C. R. HORNE,

Judge of the County Court of the County of Essex.

Recorded 3rd October, 1889. }

Lib. 127, Fol. 620. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 271.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Sarnia resident on our reserve in the County of Lambton, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Sarnia Indian Reserve, in the County of Lambton and Province of Ontario, containing by admeasurement eighteen acres and fifty-seven one hundredths of one acre, be the same more or less, being composed of the right of way of the Erie and Huron Railway Company through lots E. one, two, three, four, five, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six,

twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight, thirty-nine, forty, forty-one, forty-two, forty-three and forty-four of the Sarnia Indian Reserve aforesaid.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed to our credit and the interest accruing therefrom paid to us and our descendants annually or semi-annually, forever.

And we, the said Chief and Principal Men of the said the Chippewas of Sarnia do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done, in connection with the sale of said parcels of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fourth day of June, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in }
the presence of }

Head Chief WILSON JACOBS.

WILSON JACOBS,	[L.S.]
DANIEL OTTER,	[L.S.]
BENJAMIN WHITE,	[L.S.]
JOSEPH WAWANOSH,	[L.S.]
JAMES PLAIN,	
JOHN JOHNSTON,	[L.S.]
LEWIS CLOUD,	[L.S.]
SILAS WAUBMONG,	
JABIZ NAHMABIN,	[L.S.]
A. R. NEWANG,	
PETER RODD,	[L.S.]
JAMES MANASS,	
ELIJAH MANASS,	
ROBERT GEORGE,	
ALEX. ROGERS,	
SAMPSON JACK,	
LUKE JAMES,	
WILLIAM WAWANOSH.	

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
COUNTY OF LAMBTON.

To Wit: }

Personally appeared before me, Adam English, of the Town of Sarnia, in the Province of Ontario, Indian Agent, and Wilson Jacobs, Chief of the said Band of Indians.

And the said Adam English for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Sarnia Indian Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council, and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Wilson Jacobs says :—

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Adam English.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents,
Adam English and Wilson Jacobs, at
the Town of Sarnia, in the County of
Lambton, this 5th day of June, A.D.
1889.

A. ENGLISH,
Indian Agent.
WILSON JACOBS,
Head Chief.

JOHN A. MACKENZIE,

Judge of County Court of the County of Lambton.

Recorded 29th July, 1889. }

Lib. 129, Fol. 325. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 272.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Sarnia Band of Indians resident on our reserve in the Township of Sarnia, in the County of Lambton, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band, in council assembled, do hereby release, remise, surrender, quit claim, and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Sarnia Indian Reserve, in the County of Lambton and Province of Ontario, containing by admeasurement forty-four acres and thirty one hundredths of one acre, be the same more or less, and being composed of all that certain tract of land situate, lying and being on Lots No. 13, in the 2nd and 3rd Ranges of the Sarnia Indian Reserve aforesaid, and adjacent to the south limit of the right of way of the Grand Trunk Railway, which may be described as follows : Commencing at a point in said Lot 13, in the 2nd Range, distant (500) five hundred feet, measured at right angles to the said south limit of the right of way of the Grand Trunk Railway, and from a point in the said south limit distant (3,373' 6") three thousand three hundred seventy-three feet and six inches from the intersection of the said south limit with the easterly limit of the road allowance between the 3rd and 4th Ranges ; thence westerly and at a parallel distance of (500) five hundred feet from the said south limit of the Grand Trunk Railway (3,330) three thousand three hundred and thirty feet, more or less, to the said easterly limit of the road allowance between the 3rd and 4th Ranges ; thence northerly and along said easterly limit (500) five hundred feet, more or less, to the south limit of the right of way of the Grand Trunk Railway ; thence easterly and along said south limit (4,373' 6") four thousand three hundred and seventy-three feet and six inches ; thence south-westerly and on a right line (1,118) one thousand one hundred and eighteen feet, more or less, to the point of commencement.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest and the interest accruing from such investment paid annually or semi-annually to us and our descendants, forever.

And we, the said Chief and Principal Men of the said the Chippewas of Sarnia Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the sale of said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fourth day of June, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in }
the presence of }
Head Chief WILSON JACOBS.

WILSON JACOBS,	[L.S.]
DANIEL OTTER,	[L.S.]
BENJAMIN WHITE,	[L.S.]
JOSEPH WAWANOSH,	[L.S.]
JAMES PLAIN,	[L.S.]
JOHN JOHNSTON,	[L.S.]
LEWIS CLOUD,	[L.S.]
SILAS WAUBMONG,	[L.S.]
JABIZ NAHMABIN,	[L.S.]
A. R. NAWANG,	
PETER RODD,	
JAMES MANASS,	
ELIJAH MANASS,	
ROBERT GEORGE,	
ALEX. ROGERS,	
SAMPSON JACKSON,	
LUKE JAMES,	
WILLIAM WAWANOSH.	

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF LAMBTON, }
To Wit:

Personally appeared before me, Adam English, of the Town of Sarnia, in the Province of Ontario, Indian Agent, and Wilson Jacobs, Chief of the said Band of Indians.

And the said Adam English for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Sarnia of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Wilson Jacobs says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Adam English.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents,
Adam English and Wilson Jacobs, at
the Town of Sarnia, in the County of
Lambton, this 5th day of June, A.D.
1889.

A. ENGLISH,
Indian Agent.
WILSON JACOBS,
Head Chief.

JOHN A. MCKENZIE,

Judge of County Court of the County of Lambton.

Recorded 25th July, 1889. }

Lib. 129, Fol. 321. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 273.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal Men of Passpasschase Band of Indians, No. 136, resident on our reserve near Edmonton, in the Province of Alberta, in the North-West Territories and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the North-West Territories, in the County and Province of Alberta, being composed of and known as Passpasschase Reserve, No. 136, as surveyed by Dominion Land Surveyors G. A. Simpson and J. C. Nelson.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to dispose of the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale or lease thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants, forever.

And we, the said Principal Men of the said Passpasschase Band do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the said Passpasschase Reserve, No. 136, as surveyed by the aforesaid Dominion Land Surveyors, G. A. Simpson and J. C. Nelson.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this nineteenth day of November, in the year of Our Lord one thousand eight hundred and eighty-eight.

Signed, sealed and delivered in
the presence of, having been
first interpreted and explained
to said Napasis, James Stoney
and Antoine.

JOHN CALDER, *Interpreter,*

Stoney Plain.

JOSEPH O. KILDEHL, *Advocate.*

Edmonton.

JOHN CALDER.

NAPASIS, ^{his}
x
mark. [L.S.]

JAMES STONEY, ^{his}
x
mark. [L.S.]

ANTOINE, ^{his}
x
mark. [L.S.]

DOMINION OF CANADA,
PROVINCE OF ALBERTA.

To Wit:

William Carnagie de Balenhard personally appeared before me, the Hon. Chas. B. Rouleau, Judge of the Supreme Court of the North-West Territories, and Napisis, Chief Man of the said Band of Indians.

And the said William Carnagie de Balenhard for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Passpasschase Reserve No. 136, Edmonton Agency, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Napisis, of said Band, says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said William Carnagie de Balenhard.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is a Chief Man of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the said
deponents Napisis and W. C.
de Balenhard, at the Village
of Edmonton, in the District
of Alberta, this twenty-
second day of May, A. D.
1889.

W. C. DE BALENHARD,
Indian Agent.

his
NAPASIS. x
mark.

CHAS. B. ROULEAU,
Judge of the Sup. Crt. of the N.W.T.

Recorded 22nd October, 1889. }
Lib. 127, Folio 625. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 274.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of the Thames Band of Indians resident on our reserve in the Township of Caradoc, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Caradoc, in the County of Middlesex and Province of Ontario, containing by

admeasurement one hundred and one acres, be the same more or less, and being composed of lot number nine in the sixth range of the Caradoc Indian Reserve, in the aforesaid Township of Caradoc.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to lease the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid to the wife of William Delery and her children.

And we, the said Chief and Principal Men of the said the Chippewas of the Thames do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing of said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this thirty-first day of July, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in }
the presence of }
THOMAS GORDON,
Indian Agent.

Chief JOSEPH FISHER,

JOHN FRENCH, [L.S.]

SAMUEL FRENCH, [L.S.]

MOSES WAUCOSH, [L.S.]

ABEL WAUCAUSH, [L.S.]

JOHN CHICKEN,

JOHN T. HENRY, [L.S.]

GEO. FISHER, [L.S.]

LUCIUS HENRY, [L.S.]

JOB FISHER,

GEO. FISHER, JR., [L.S.]

ISAAC MCGAHEY. [L.S.]

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF MIDDLESEX. }

To Wit:

Personally appeared before me Thomas Gordon of the Town of Strathroy in the Province of Ontario, and Joseph Fisher, Chief of the said Band of Indians.

And the said Thomas Gordon for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Caradoc Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Joseph Fisher says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Thomas Gordon.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the said deponents,
 Thomas Gordon and Joseph Fisher,
 at the City of London, in the County
 of Middlesex, this fifteenth day of
 August, A.D. 1889.

THOMAS GORDON.

JOSEPH FISHER.

F. DAVIS,

Judge of the County Court of the County of Middlesex.

Recorded 25th October, 1889. }

Lib. 127, Fol. 627. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 275.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Maniwaki Band of Indians resident on our reserve in the Township of Maniwaki, in the Province of Quebec and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular, that certain parcel or tract of land and premises situate, lying and being in the Maniwaki Indian Reserve, in the County of Ottawa and Province of Quebec, containing by admeasurement one acre and ninety-six hundredths of an acre, be the same more or less, and being composed of the old Indian burying ground as shown on plan of survey thereof by G. C. Rainboth, Esqr., P. L. S., dated 4th October, 1888, on file in the Department of Indian Affairs.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be placed to our credit, and the interest thereon paid out to us and our descendants annually or semi-annually forever.

And we, the said Chief and Principal Men of the said the Maniwaki Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing of said parcel of land or any portion thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this second day of July, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in }
 the presence of }
 JAMES MARTIN,
Indian Agent.

SIMON OTJIK, *Chief.* [L.S.]

MATIAS TCHANANA, *Sub-Chief.* [L.S.]

JOHN McDougall, *Interpreter.* [L.S.]

^{his}
 PETER x TENESCO, *late Chief.* [L.S.]

^{mark.}
 CHAKO McDougall, [L.S.]

LOUIS PEZZENDEWATER, [L.S.]

BAZIL OTJIK,	[L.S.]
his	
LEMAB x WATAGON,	[L.S.]
mark.	
MICHEL COMUNDUR,	[L.S.]
his	
JOSEPH x LENO,	[L.S.]
mark.	
his	
JACKO x DECONTIER,	[L.S.]
mark.	
bis	
ANTOINE x KESHKENOQUET,	[L.S.]
mark.	
his	
FRANCIS x BENJAMIN,	[L.S.]
mark.	
ABRAHAM OTJIK,	[L.S.]
his	
XAVIER x OTJIK,	[L.S.]
mark.	
his	
ABRAHAM x McDougall.	[L.S.]
mark.	

DOMINION OF CANADA,
 PROVINCE OF QUEBEC,
 COUNTY OF OTTAWA.
 To Wit: }

Personally appeared before me, James Martin, of the Village of Maniwaki, in the Province of Quebec, Indian Agent, and Simon Otjik, Chief of the said Band of Indians.

And the said James Martin for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Maniwaki Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Simon Otjik says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said James Martin.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents }
at the City of Hull, in the County }
of Ottawa, this sixteenth day of }
October, A.D. 1889. }

JAMES MARTIN.
SIMON OTJIK.

J. T. ST. JULIEN,

District Magistrate for the District of Ottawa and Terrebonne.

Recorded 7th January, 1890. }
Lib. 128, Fol. 616. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 276.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the River Desert Band of Indians resident on our reserve in the Township of Maniwaki, in the Province of Quebec and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Maniwaki Reserve, in the County of Ottawa and Province of Quebec, containing by admeasurement one half acre, be the same more or less, and being composed of part of lot number three, Desert Front Range, Maniwaki Reserve, bounded as follows : On the east and south by the unsundered portion of Lot No. 3, Desert Front Range, on the west by the public road, and on the north partly by the piece of ground leased to Messrs. McCracken, Boyle & Co., and partly by the unsundered portion of Lot No. 3, being a square of about one hundred and forty-seven feet each side.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all monies received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid to us and our descendants annually or semi-annually forever.

And we, the said Chief and Principal Men of the said the River Desert Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing of said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-third day of August, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered }
in the presence of }
JAMES MARTIN,
Indian Agent.

SIMON OTJIK, *Chief.* [L.S.]

JOSEPH MANASS, *Sub-Chief.* [L.S.]

MATIAS TCHANANA, *Sub-Chief.* [L.S.]

JOHN McDougall, [L.S.]

his
PETER x TENESCO, *late Chief.* [L.S.]

his
JACKO x McDougall, [L.S.]

his
LOUIS x PEZZENDEWATER, [L.S.]

his
mark.

BAZIL OTJIK,	[L.S.]
his	
SIMON x TENESCO,	[L.S.]
mark.	
his	
LEMAB x WATAGON,	[L.S.]
mark.	
his	
FRANK x MUNGOS,	[L.S.]
mark.	
ABRAHAM OTJIK,	[L.S.]
LOUIS COMMANDA,	[L.S.]
FRANCIS LACOMPTE,	[L.S.]
his	
BERNARD x DECONTIER,	[L.S.]
mark.	
his	
JACKO DECONTIER, x	[L.S.]
mark.	
his	
SEMO x MAKUTENENO,	[L.S.]
mark.	
his	
MICHEL x PEZZENDEWATER,	[L.S.]
mark.	
his	
ABRAHAM McDougall, x	[L.S.]
mark.	
his	
ANTOINE x TENESCO,	[L.S.]
mark.	
his	
MICHEL x BUCKSHOT,	[L.S.]
mark.	
his	
PIERRE x DECONTIER,	[L.S.]
mark.	
his	
XAVIER x OTJIK,	[L.S.]
mark.	
his	
PETER x BUCKSHOT,	[L.S.]
mark.	
his	
PETER x SHEMETTE,	[L.S.]
mark.	

DOMINION OF CANADA,
 PROVINCE OF QUEBEC,
 COUNTY OF OTTAWA.
 To Wit:

Personally appeared before me James Martin, of the Village of Maniwaki, in the Province of Quebec, Indian Agent, and Simon Otjik, Chief of the said Band of Indians.

And the said James Martin for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Maniwaki Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Simon Otjik says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said James Martin.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents }
at the City of Hull, in the County }
of Ottawa, this sixteenth day of }
October, A.D. 1889. }

JAMES MARTIN.
SIMON OTJIK.

J. T. ST. JULIEN,

District Magistrate for the Districts of Ottawa and Terrebonne.

Recorded 9th January, 1890. }
Lib. 128, Fol. 621. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 277.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Desert Band of Indians resident on our reserve in the Township of Maniwaki, in the County of Ottawa, in the Province of Quebec and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Maniwaki, in the County of Ottawa and Province of Quebec, containing by admeasurement one acre, be the same more or less, and being composed of part of lot number four, Desert Front Range, in the Township of Maniwaki aforesaid, bounded on the north by the part of Lot 4 surrendered and leased to S. R. Brock, on the east by the Gatineau public road, on the south and west by the unsundered portion of said Lot 4, being a square of about two hundred and eight feet on each side.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid to us and our descendants annually or semi-annually forever.

And we, the said Chief and Principal Men of the said the Desert Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing of said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this twenty-third day of August, in the year of Our Lord one thousand eight hundred and eighty-nine.

Signed, sealed and delivered }
 in the presence of
 JAMES MARTIN,
 Indian Agent.

SIMON OTJIK, <i>Chief.</i>	[L.S.]
JOSEPH MENASS, <i>Sub-Chief.</i>	[L.S.]
MATIAS TCHANANA, <i>Sub-Chief.</i>	[L.S.]
JOHN McDougall, <i>Interpreter.</i>	[L.S.]
his	
PETER x TENESCO, <i>late Chief.</i>	[L.S.]
mark.	
his	
JACKO x McDougall,	[L.S.]
mark.	
his	
LOUIS x PEZZENDEWATER,	[L.S.]
mark.	
BAZIL OTJIK,	[L.S.]
his	
SIMON x TENESCO,	
mark.	
his	
LEMAB x WATAGON,	[L.S.]
mark.	
his	
FRANK x MUNGOS,	[L.S.]
mark.	
ABRAHAM OTJIK,	[L.S.]
LOUIS COMMANDA,	[L.S.]
his	
FRANCIS x LACOMPTE,	[L.S.]
mark.	
his	
BERNARD x DECONTIER,	[L.S.]
mark.	
his	
JACKO x DECONTIER,	[L.S.]
mar.	
his	
SEMO x MAKUTENENO,	[L.S.]
mark.	
his	
MICHEL x PEZZENDEWATER,	[L.S.]
mark.	
his	
ABRAHAM x McDougall,	[L.S.]
mark.	
his	
ANTOINE x TENESCO,	[L.S.]
mark.	
his	
MICHEL x BUCKSHOT,	[L.S.]
mark.	
his	
PIERRE x DECONTIER,	[L.S.]
mark.	
his	
XAVIER x OTJIK,	[L.S.]
mark.	
his	
PETER x BUCKSHOT,	[L.S.]
mark.	
his	
PETER x SHEMETTE,	[L.S.]
mark.	

DOMINION OF CANADA,
 PROVINCE OF QUEBEC,
 COUNTY OF OTTAWA.
 To Wit:

Personally appeared before me, James Martin, of the Village of Maniwaki, in the Province of Quebec, Indian Agent, and Simon Otjik, Chief of the said Band of Indians.

And the said James Martin for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Maniwaki Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Simon Otjik says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said James Martin.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents
 at the City of Hull, in the County
 of Ottawa, this 16th day of
 October, A.D. 1889.

JAMES MARTIN,
 SIMON OTJIK.

J. T. ST. JULIEN,

District Magistrate for the Districts of Ottawa and Terrebonne.

Recorded 8th January, 1890. }
 Lib. 128, Fol. 618. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 278.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Whycomagh Band of Indians resident on our reserve at Whycomagh, in the County of Inverness, in the Province of Nova Scotia and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Whycomagh Reserve, in the County of Inverness and Province of Nova Scotia, containing by admeasurement nine hundred and thirty-six and one-quarter square yards, be the same more or less, and being composed of that portion of land on the south-west corner of the Whycomagh Indian Reserve now occupied by one Daniel McLeod.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid to us and our descendants annually or semi-annually forever.

And we, the said Chief and Principal Men of the said the Whycocomagh Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done, in connection with the leasing of said portion of land, provided that a clause is inserted in the lease of said land that no spirituous liquors shall be kept for sale, barter, gift or use on the premises.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this eighth day of January, in the year of Our Lord one thousand eight hundred and ninety.

Signed, sealed and delivered)
in the presence of }

DONALD McISAAC,
Indian Agent.

his
SULLIAN x NEWELL, *Sub-Chief.* [L.S.]

mark.
PETER x GOOGOO, [L.S.]

SIMON BARKER, [L.S.]

PETER x GOOGOO, [L.S.]

his
JOHN x BERNARD, [L.S.]

mark.
his
JOSEPH x NEWELL, [L.S.]

mark.
STEPHEN x NEVAN, [L.S.]

ANDREW x BERNARD, [L.S.]

STEPHEN x NEWELL, [L.S.]

THOMAS x ALIC, [L.S.]

FREMAN x NEWELL, [L.S.]

STEPHEN x BRAZIL, [L.S.]

JOSEPH x NEWELL, [L.S.]

FRANCIS x GOOGOO, [L.S.]

PETER x CABBO. [L.S.]

DOMINION OF CANADA, }
PROVINCE OF NOVA SCOTIA, }
COUNTY OF INVERNESS. }
To Wit:

Personally appeared before me, Donald McIsaac, of Glendale, in the County of Inverness, in the Province of Nova Scotia, Indian Agent, and Sullivan Newell, Chief of the said Band of Indians.

And the said Donald McIsaac for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Whycocomagh Indian Reserve of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

his
And the said Sullian Newell x Sub-Chief, says :
mark.

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Donald McIsaac.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the said deponents }
at the office of Lauchlin McDougall, }
in the County of Inverness, this eighth }
day of January, A.D. 1890. }

DONALD McISAAC,
Indian Agent.
his
SULLIAN x NEWELL,
mark. *Sub-Chief.*

L. McDUGALL,
Stipendiary Magistrate.

Recorded 3rd March, 1890. }
Lib. 128, Fol. 631. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 279.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Capalano Band of Indians resident on our reserve at Capalano Creek, in the Province of British Columbia and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular the mining rights under that certain parcel or tract of land and premises situate, lying and being in the Capalano Creek, in the Province of British Columbia, containing by admeasurement five hundred and eighteen acres, be the same more or less, and being composed of the Capalano Indian Reserve, near the first Narrows, Burrard Inlet; together with all the mining privileges necessary for the proper working and extracting from the ground and carriage of the minerals or coal off the reserve, and also with the permission to erect and maintain buildings and other structures necessary for the prosecution of mining the said minerals or coal.

To have and to hold the said minerals and coal unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to dispose of the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the disposal thereof shall, after deducting the usual proportion for expenses of management, be placed to our credit, and the interest thereon paid to us and our descendants forever.

And we, the said Chief and Principal Men of the said the Capalano Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done in connection with the disposal of the minerals or coal on our said reserve.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fourteenth day of March, in the year of Our Lord one thousand eight hundred and ninety.

Signed, sealed and delivered in/
the presence of }
PATRICK McTIERNAN.

CAPALANO, x	his mark.	[L.S.]
JOE APALUCK, x	his mark.	[L.S.]
NED, x	his mark.	[L.S.]
CRONEY, x	his mark.	[L.S.]
DICK, x	his mark.	[L.S.]
JIM, x	his mark.	[L.S.]
GEORGE, x	his mark.	[L.S.]
JACOB, x	his mark.	[L.S.]
JAMES, x	his mark.	[L.S.]
TOMMY, x	his mark.	[L.S.]
BILLEY, x	his mark.	[L.S.]
CHARLEY, x	his mark.	[L.S.]
CHELAMPTS, x	his mark.	[L.S.]
TOM, x	his mark.	[L.S.]
CHARLEY, x	his mark.	[L.S.]
JACK, x	his mark.	[L.S.]

DOMINION OF CANADA,
PROVINCE OF BRITISH COLUMBIA, }
COUNTY OF WESTMINSTER. }
To Wit:

Personally appeared before me Patrick McTiernan, of the City of New Westminster, in the Province of British Columbia, Indian Agent, and Joe, one of the Principal Men of the said Band of Indians.

And the said Patrick McTiernan for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Capalano Indian Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said lease or surrender.

And the said Joe Apaluck says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Patrick McTiernan.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is one of the Principal Men of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the said deponents }
Patrick McTiernan and Joe, at the }
City of New Westminster, in the }
County of Westminster, this 31st day }
of March, A.D. 1890. }

P. McTIERNAN,
his
JOE x APALUCK.
mark.

W. NORMAN HOB,

Judge of the County Court of New Westminster.

Recorded 14th May, 1890. }

Liber 128, Folio 659. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 280.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Chief and Principal Men of the White Fish River Band of Indians resident on our reserve on the White Fish River, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the White Fish River Indian Reserve, in the District of Algoma and Province of Ontario, containing by admeasurement one acre, be the same more or less, and being composed of one acre of land on the east side of the mouth of the White Fish River, and to be within two hundred feet of the acre rented to Messrs. J. & T. Charlton, and now occupied by Messrs. J. W. Howry & Son.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to lease the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the leasing thereof shall, after deducting the usual proportion for expenses of management, be paid to us and our descendants annually or semi-annually.

And we, the said Chief and Principal Men of the said the White Fish River Band of Indians do, on behalf of our people and for ourselves, hereby ratify and confirm,

and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing of said parcel of land.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this eighteenth day of March, in the year of Our Lord one thousand eight hundred and ninety.

Signed, sealed and delivered }
 in the presence of }
 JAS. C. PHIPPS,
Visiting Superintendent.
 A. PELEKEY,
Interpreter.

his
 JAMES x NONGAHBOW, *Chief.* [L.S.]
 mark.
 his
 JOHN x B. BUYNAB, [L.S.]
 mark.
 his
 DUNCAN x MCGREGOR, [L.S.]
 mark.
 his
 JOHN x KEYHENGOBINESS, [L.S.]
 mark.
 DAVID NAHWEGAHBUK, [L.S.]
 his
 JACOB x NONGAHBOW, [L.S.]
 mark.
 GREGOR MCGREGOR, [L.S.]
 his
 MOSES x BUYNAB, [L.S.]
 mark.
 his
 ANDREW x PEBMUSEY, [L.S.]
 mark.
 JOHN MITCHELL, JR. [L.S.]

DOMINION OF CANADA,
 PROVINCE OF ONTARIO,
 DISTRICT OF ALGOMA.
 To Wit:

Personally appeared before me James C. Phipps, of the Town of Manitowaning, in the Province of Ontario, Indian Supt., and James Nowegahbow, Chief of the said Band of Indians.

And the said James C. Phipps for himself saith:

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the White Fish River Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

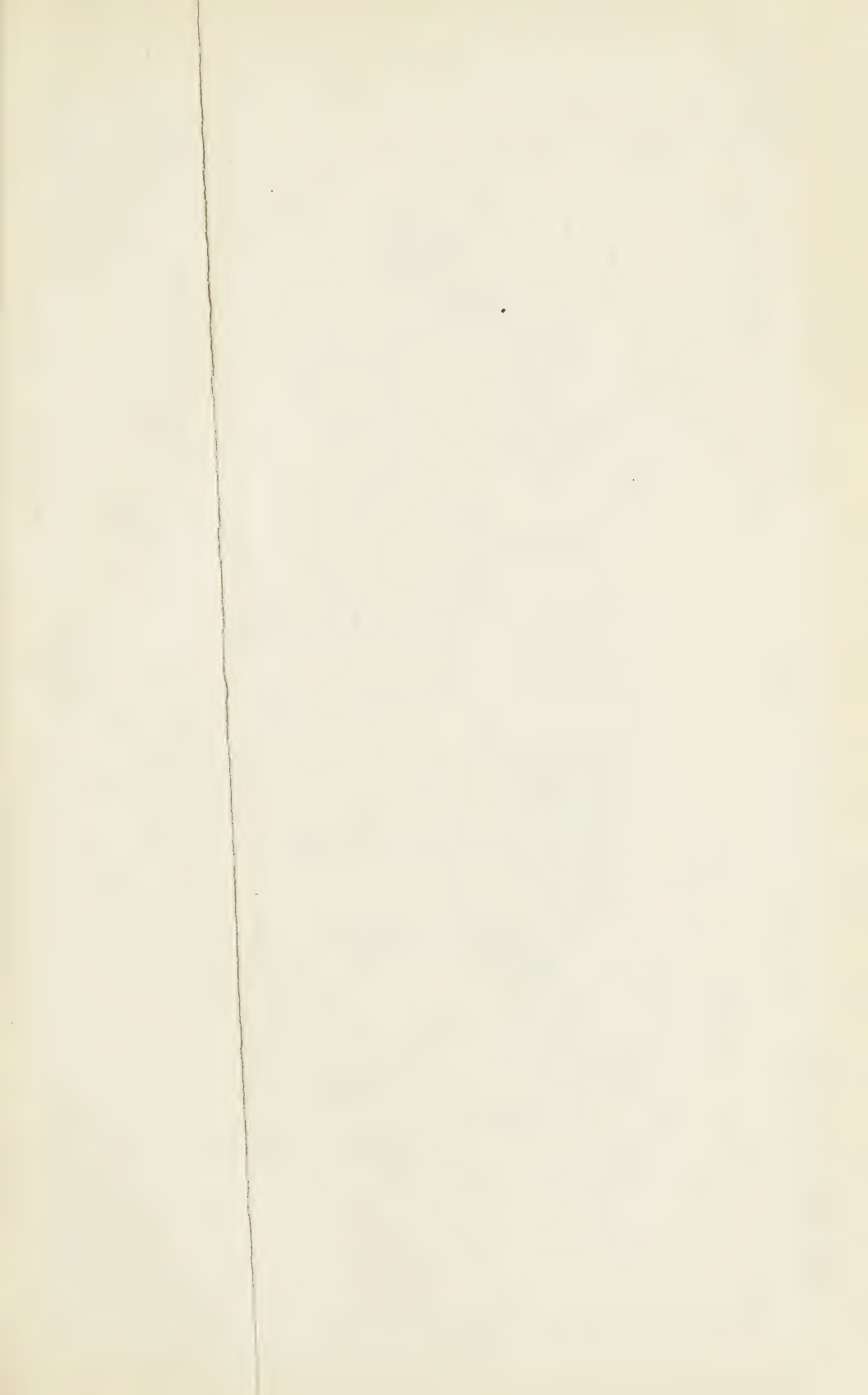
That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said James Nowegahbow says:

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said James C. Phipps.



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Folio 70

Archives of Canada

This marked that one is coloured
in the original



That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the said James
C. Phipps and James Nowegahbow,
deponents, at the Town of Sault Ste.
Marie, in the District of Algoma, this
19th day of March, A.D. 1890, having
been first read over and interpreted
to the said James Nowegahbow, who is
an Indian, and seemed perfectly to
understand the same, and made his
mark thereto in my presence.

JAMES C. PHIPPS,
JAMES ^{his} x NOWEGAHBOW.

WALTER MCCREA,
Judge D. A.

Recorded 22nd May, 1890, }
Lib. 133, Folio 26. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

No. 280½

ARTICLES OF PROVISIONAL AGREEMENT entered into on the ninth day of May, in the year of Our Lord one thousand eight hundred and twenty, between George Ironside, Superintendent of Indian Affairs, on behalf of His Majesty, of the one part, and Tummago, Metwechewin, Sagawsonac, Maquamiss, Tekumagawsie, Pemekuawassigae, Queckkyick, Pawbetang, Wawjattin, Pemuseh, Lagetch and Canotang, Chiefs and Principal Men of the Chippawa Nation of Indians inhabiting and claiming the tract of land hereinafter described, of the other : Witnesseth, that for and in consideration of the yearly sum of ten dollars in goods at the Montreal price, to be paid by His said Majesty to every man, woman and child of the said Chippawa Nation of Indians inhabiting and claiming the said tract, so long as such man, woman and child shall live, but such annuity to cease and be discontinued to be paid in right of any individual who may have died between the respective periods of payment, and the several individuals then living only shall be considered as entitled to receive the yearly payment of ten dollars in goods as above stated, which tract may be known as follows, viz. :—Commencing on the northerly side of the River Thames, at the south-west angle of the Township of London. Thence along the western boundary line of the Township of London in a course north twenty-one degrees thirty minutes west twelve miles to the north-west angle of the said township. Thence on a course about south sixty-two degrees thirty minutes west forty-eight miles more or less, until it intersects a line on a course produced north two miles from the north-east angle of the Shawanese Township ; then south two miles to the north-east angle of the said Shawanese Township ; then along the eastern boundary line of the said township twelve miles and half, more or less, to the northern boundary line of the Township of Chatham ; then east twenty-four miles, more or less, to the River Thames ; then along the water's edge of the River Thames against the stream to the place of beginning. Reserving a tract of land coloured red on the plan accompanying this description, situate on the northerly side of the River Thames, nearly opposite the northerly angle of the Township of Southwold and south-west angle of the Dela-

ware Township containing fifteen thousand three hundred and sixty acres. Also reserving two miles square, distant four miles above the rapids, which are near the source of Big Bear Creek, nearly parallel to the Moravian village, leaving five hundred and fifty-two thousand one hundred and ninety acres for the contents of the purchase. And the said Tummago, Metwichewa, Sagawosowi, Maquamiss, Teekumagaw-sie, Pemikaoawassigai, Quckkyick, Parobitang, Waweatick, Nestagouch, Pemeoch, Sagetch, as well for themselves as for the Chippewa Nation inhabiting and claiming the said tract of land as above described, do hereby fully, freely and voluntarily surrender and convey the same to His Majesty, without reservation or limitation, in perpetuity; and the said George Ironside, Superintendent of Indian Affairs, does hereby, on behalf of His Majesty, promise and agree to pay yearly to every man, woman and child of the said Chippewa Nation of Indians inhabiting and claiming the said tract of land above described, the sum of ten dollars in goods at the Montreal price, so long as such man, woman and child shall live, but such annuity to cease and be discontinued to be paid in right of any individual who may have died between the respective periods of payment, and the several individuals then living only shall be considered as entitled to receive the yearly payment of ten dollars in goods, as above stated which sum the said Chiefs and Principal People, parties hereunto, acknowledge as a full remuneration for the lands hereby sold and conveyed to His Majesty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned, at Amherstburg, in the Township of Malden, Western District, and Province of Upper Canada.

GEORGE IRONSIDE,

S. I. Affs. on behalf of the Crown.

Signed, sealed and delivered in }
presence of: }

J. P. HAWKINS,
Lieut.-Col. Commanding.

J. REED,
Capt. 68th Lt. Infy. Regt.

J. PORTOCK,
Lieut. Royal Engineers.

THOMAS BLACK,
Ensign, 68th Regt.

R. RICHARDSON,
Surgeon, Ind. Dept.

WM. HANDS, Jun.,
Clerk, Ind. Dept.

GEORGE RAPP,
Interpreter, Ind. Dept.

J. B. CASLETTE,
Interpreter, Ind. Dept.

A true copy,

J. B. CLENCH,
I. D.

TUMAGO,
METWETCHWIN,
SAGAWSONAI,
MAQUAMANISS,
TECUMAGAWSIC,
QUCKYICK,
PEMICUNACSASSUGAI,
PAWBETANG,
WAWCATTIN,
PEMUSCH,
SAGETCH,
CANOTUING.

APPENDIX.

DEEDS RESPECTING THE SEIGNIORY OF SAULT ST. LOUIS

AND THE

CAUGHNAWAGA RESERVE

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“A.”

TITRES DU SAULT ST. LOUIS.

1RE CONCESSION—DATÉ À FONTAINEBLEAU LE 29 MAI 1680.

(Enregistrée au Greffe du Conseil Souverain à Québec le 24 octobre 1680.)

LOUIS, par la Grace de Dieu, Roy de France et de Navarre. A tous ceux qui ces presentes lettres verront, salut :

Nos très chers et bien aimez les religieux de la Compagnie de Jésus, résidans en notre pays de la Nouvelle-France, nous ont très humblement fait remontrer que les terres de la Prairie de la Magdelaine qui leur ont été cy-devant concedées, étant trop humides pour estre ensemencées et pourvoir à la subsistence des Iroquois qui y sont establis, il seroit à craindre qu'ils ne se retirassent, s'il ne nous plaisoit leur accorder la terre nommée le Sault, contenant deux lieues de pays de front à commencer à une pointe qui est vis-à-vis les rapides St. Louis, en montant le long du lac sur pareille profondeur, avec deux isles, islets et bâtures qui se trouvent audevânt, et joignant aux terres de la dite prairie de la Magdelaine, ce qui leur donneront lieu, non seulement de retirer les dits Iroquois, mais même d'en augmenter le nombre, et d'estendre par ces moyens les lumières de la foy et de l'évangile : à ces causes, désirant contribuer à la conversion et instruction des dits Iroquois, et traiter favorablement les dits exposants, nous leur avons fait et faisons don, par ces présentes, signées de notre main, de la dite terre nommée le Sault, contenant deux lieues de pays de front à commencer à une pointe qui est vis-à-vis les rapides St. Louis, en montant le long du lac, sur pareille profondeur, avec deux isles et islets et bâtures qui se trouvent au-devant, et joignant aux terres de la dite prairie de la Magdelaine, à la charge que la dite terre nommée le Sault nous appartiendra toute défrichée, lorsque les dits Iroquois l'abandonneront.

Permettons à tous ceux qui voudront porter aux dits Iroquois des bagues, couteaux et autres menues merceries et choses semblables, de le faire : faisons très expresse inhibitions et deffenses aux François qui s'habitueront parmy les dits Iroquois et autres nations sauvages, qui s'establiront sur la d. terre nommée le Sault, d'avoir et tenir aucuns bestiaux, et à toutes personnes d'establir aucun cabaret dans le bourg des dits Iroquois qui sera basti dans la dite terre.

Si donnons en mandement à nos aimez et féaux gens tenant notre conseil souverain à Québec, et à tous autres nos officiers justiciers qu'il appartiendra, que ces présentes nos lettres de don et de concession ils ayent à faire lire et enregistrer et du contenu en icelles faire jouir et user les dits exposants, cessant et faisant cesser tous troubles et empêchements qui pourroient leur être donnez au contraire car tel est notre plaisir.

En temoin de quoy nous avons fait mettre notre scel à ces dites présentes.

Donné à Fontainebleau, le vingt-neuvième jour de may l'an de grâce mil-six-cent-quatre-vingt, et de notre règne le trente-huitième.

(signé) LOUIS.
(signé) COLBERT.

par le roy.

"B."

TITLES RESPECTING SAULT ST. LOUIS.

1ST GRANT—DATED FONTAINEBLEAU, FRANCE, 29TH MAY, 1680.

(Registered at the Office of the Conseil Souverain at Quebec, 24th October, 1680.)

LOUIS, by the Grace of God, King of France and of Navarre. To all to whom these presents may come, greeting :

Our dearest and well beloved, the Religious Order of the Society of Jesus, residing in our Dominion of New France, have caused it to be most humbly represented to us that the lands of the Prairie de la Magdalene, which were heretofore granted to them, being too damp for the purpose of sowing and of providing for the sustenance of the Iroquois who have thereon settled, and that it is feared they might leave if we were not pleased to give them the land called "Le Sault" containing two leagues in width from a point opposite the St. Louis Rapids, going up along the Lake by an equal depth, with two Islands, Islets and Shoals, which are in front and adjoining the lands of the said Prairie of La Magdalene, which would allow them not only to receive the said Iroquois, but even to increase their number, and to spread by that means the knowledge of Faith and of the Gospel ; for these reasons, desiring to contribute to the conversion and instruction of the said Iroquois and to deal favourably with the said Petitioners, we have made and to do make them a donation by these presents signed with our hand, of the said land called "Le Sault" containing two leagues in width from a point opposite the St. Louis Rapids, going up along the Lake, by an equal depth, with two Islands, Islets and Shoals which are in front and adjoining the lands of the Prairie of La Magdalene on condition that the said land called "Le Sault" shall belong to us, when the said Iroquois will give it up, "toute défrichée" (free and clear as it then may be without any claim on us).

We permit and allow all those who wish to bring to the said Iroquois, Rings, Knives, and other small mercery and such things, to do so ; we do most expressly prohibit and forbid the French who may live with or go among the said Iroquois and other Indian Nations who may settle on the said land called "Le Sault" from having and keeping any cattle, and all persons from keeping any public-house among the dwellings (dans le bourg) of the said Iroquois which may be built on the said land.

Therefore, We order Our beloved and Faithful men holding Our Sovereign Council at Quebec, and all our other judicial Officers whom it may concern, to have these presents our Letters of Donation and of grant, read and registered and to permit the said Petitioners to use and enjoy the same, ceasing and putting a stop to all troubles and hindrances which might be caused to them to the contrary, for such is our pleasure.

In faith whereof we have signed these presents and affixed our Seals.

Given at Fontainebleau the twenty-ninth day of May in the year of Grace One thousand six hundred and eighty and of our reign the thirty-eighth.

(Signed) LOUIS.

(Signed) COLBERT.

By the King.

“C.”

TITRES DU SAULT ST LOUIS.

2ME CONCESSION—DATÉ À QUÉBEC LE 31 OCTOBRE 1680.

(Enregistrée au Greffe du Conseil Souverain à Québec le 2 octobre 1719.)

LOUIS de Buade, comte de Frontenac, conseiller du roy en ses conseils, gouverneur et lieutenant-général pour Sa Majesté en Canada, Accadie, Isle de Terre-Neuve et autres pays de la France Septentrionale : et Jacques Duchesneau, chevalier, aussi conseiller du roy en ses conseils, intendant de la justice, police et finances au dit pays.

Sur ce qu'il nous a été remontré par les Révérends pères de la compagnie de Jésus, que Sa Majesté, par ses lettres patentes du vingt neuf mars mil-six-cent-quatre-vingt registrés au conseil souverain de Québec le vingt neuf octobre ensui-
vant, leur ayant fait don de la terre nommée le Sault, contenant deux lieues de pays de front, à commencer à une pointe vis-à-vis les rapides St. Louis, en montant le long du lac, sur pareille profondeur, avec deux isles et islets et bâtures qui se trouvent au-devant et joignant aux terres de la Prairie de la Magdelaine, pour les raisons mentionnées és dites lettres et auc clauses et conditions y portées, ils requerroient qu'il nous plut leur vouloir accorder un restant de terre d'une lieue et demye ou environ de longueur, à prendre depuis la dite terre nommée le Sault, en montant le long du lac, vers la seigneurie de Chateauguay, sur deux lieues de profondeur, ce qui leur donnerait encore plus lieu d'y attirer les Iroquois et autres sauvages, d'en augmenter le nombre, et d'estendre par ce moyen les lumières de la foy et de l'évan-
gile : Nous, en vertu du pouvoir à nous donné conjointement par Sa Majesté, et pour faciliter encore d'avantage aux dits Révérends pères de la compagnie de Jésus les moyens de continuer les soins qu'ils prennent depuis si longtemps et avec tant de zèle pour la conversion et instruction des dits Iroquois et autres sauvages, leur avons donné, accordé et concédé, donnons, accordons et concédons par ces présentes, le dit restant de terre d'environ une lieue et demye de longueur, à prendre depuis la dite terre nommée le Sault, tirant vers la seigneurie de Chateauguay, avec deux lieues de profondeur pour en jouir par les dits Révérends Pères aux mêmes charges, clauses et conditions portées par les susdites lettres patentes de Sa Majesté, et de prendre d'elle la confirmation des présentes d'aujourd'huy en un an.

En témoin de quoy nous avons signé ces présentes, et à icelles fait mettre les sceaux de nos armes.

Donné à Québec, le trente-unième Octobre mil six cent quatre-vingt.

(signé)	FRONTENAC
(signé)	DUCHESNEAU.

“D.”

TITLES RESPECTING SAULT ST. LOUIS.

2ND GRANT—DATED QUEBEC, 31ST OCTOBER, 1680.

(Enregistered in the Office of the Conseil Souverain at Quebec, 2nd October, 1719.)

LOUIS de Buade, Count of Frontenac, Councillor of the King in his Councils, Governor and Lieutenant-General for His Majesty in Canada, Acadia, the Isle of Newfoundland and other parts of Northern France; and Jacques Duchesneau, Knight, also Councillor of the King in his Councils, Minister (Intendant) of Justice, Police and Finance in the said country.

With regard to what was represented to us by the Reverend Fathers of the Society of Jesus, that His Majesty by his Letters Patent of the twenty-ninth of May one thousand six hundred and eighty, registered at the Sovereign Council at Quebec, on the twenty-ninth of October ensuing, having made to them a gift of the land called “Le Sault” containing two leagues in width from a point opposite the St. Louis Rapids going up along the lake, by an equal depth, with two Islands, Islets and Shoals which are in front, and adjoining the lands of the Prairie of La Magdalene, for the reasons mentioned in said Letters and in the clauses and conditions therein laid; and whereas they have asked that we might be pleased to grant them a piece of land of one league and a half or thereabouts in length, to be taken from the said land called “Le Sault” going up along the Lake, towards the Seigniory of Chateauguay, by two leagues in depth, which would afford them a still better opportunity of drawing thereto the Iroquois and other Indians, to increase their number and to spread by that means the knowledge of Faith and of the Gospel.

We, by virtue of the power given to us conjointly by His Majesty, and in order to facilitate still more the said Reverend Fathers of the Society of Jesus with the means of continuing the care and pains which they have been doing for a long time and with such zeal, for the conversion and instruction of the said Iroquois and other Indians, we have given, granted and conceded, do give, grant and concede to them by these presents, the said piece of land of about one league and a half in length, to be taken from the said land called “Le Sault” extending towards the Seigniory of Chateauguay, by two Leagues in depth, to be used and enjoyed by the said Reverend Fathers on the same conditions, clauses and terms as are set forth in the aforesaid Letters Patent of His Majesty, and that they shall obtain from him a ratification of the presents in a year from to-day.

In faith whereof we have signed these presents and affixed the seal of our Arms.

Given at Quebec, on the thirty-first of October one thousand six hundred and eighty.

(Signed)	FRONTENAC,
(Signed)	DUCHESNEAU.

“E.”

COPIE DE CONCESSION FAIT PAR LES JESUITES EN FORME SEIGNEURIALE, A PIERRE LEFEBVRE, FILS, EN DATE DU 3 JANVIER 1762.

3 JANV. 1762—CONCESSION PAR LE PR. WELL À PIERRE LEFEBVRE, FILS.

Fut presente le très Révérend Père Bernard Well prêtre religieux de la Compagnie de Jésus au nom et comme gerant les affaires de la mission des Révérends Pères Jésuites Seigneurs du Sault St. Louis, lequel au dit nom a par ces présentes volontairement bailli et concédé à titre de Cens et Rentes Foncières et Seigneuriales et non rachetables promis et promet de garantir de tous troubles et empêchements quelconques à Pierre Lefebvre, fils de Louis Lefebvre habitant de Laprairie acceptant et accepteur par ce même pour luy ses hoirs et ayans causes à l'avenir d'une terre et concession sise et située au d. lieu du Sault St. Louis, sur la Rivière St. Pierre de trois arpents de front, sur la profondeur qu'il peut y avoir depuis la dite rivière Saint Pierre jusqu'à la moitié des terres d'entre cette rivière et le ruisseau Lapalme, tenant d'un côté à Louis Dupuis et d'autres aux terres non concédées, par devant à la dite rivière St. Pierre et par derrière à la profondeur des terres réservées pour les tenanciers du ruisseau Lapalme ainsi que la d. terre se poursuit et comporte sans aucunes reserves que celles cy-apres expliquées.

La presente concession faite à la charge par la dit preneur, ses hoirs et ayans cause de payer à compter de la Saint Martin prochaine à perpétuité aux dits Seigneurs, leurs receveurs ou ayans causes en leur demeure ou au dit lieu du Sault par chacun an trois sols de cens pour toute la ditte concession, un pour chacun arpent de terre en superficie et un demy minot de Bled pour chaque vingt arpents de terre en superficie Le tous de rentes foncières et Seigneuriales et non rachetables, argent de France nonobstant toute diminutions d'espèces. Le dit Cens portant droit de Lods et Ventes Saisine et Amande quand le cas y echoira à la charge aussi par le dit preneur de mettre en valeur la d. terre d'y tenir ou faire tenir feu et lieu suivant les réglemens, de donner du découvert à ses voisins, de souffrir sur la d. Concession tous les chemins et ponts qui seront jugés et nécessaires pour l'utilité publique, de faire moudre au moulin de la ditte Seigneurie tous les grains qu'il recueillera sur la ditte concession sans pouvoir les faire moudre ailleurs qu'en payant le droit de mouture ordinaire. Se Reservant les dits Seigneurs Concédants tous les Bois qui leur seront nécessaires sur la d. concession tant pour les Batiments du Manoir Seigneuriale, presbytère, Eglise et moulin de la ditte Seigneurie, que pour le rétablissement d'iceux : Ensemble ceux pour la construction des Vaisseaux, de ne pouvoir vendre, donner ny transporter la ditte concession, à gens de main morte à moins de représenter homme vivant et mouvant, Se Reservant les dits Seigneurs concédants le droit de rétail féodal en cas de Ventes soit du tout ou parties de la d. Concession, en remboursant à l'acquéreur le prix de son acquisition, frais mise et loyaux couts, sera tenu le dit preneur de faire incessamment borner sa d. terre par un arpenteur et du procès verbal qui en sera fait en fournir copie au d. Seigneurs dans un mois à peine de nullité des présentes : et sera tenu le dit preneur de fournir aux dits Seigneurs concédants une grosse des présentes en forme Exécutoire. Car ainsy et fait et passé au dit Montréal, Etude de Mtre Panet, l'un des dits notaires, l'an Mil sept cent soixante deux, le trois Janvier après-midy et a le dit R. P. signé et le dit preneur déclaré ne scavoir écrire ni signer de ce enqui lecture faite.

(signé)

P. MEZIERE, N.P.

(signé)

PANET, N.P.

“F.”

COPY OF DEED OF CONCESSION MADE BY THE JESUITS IN SEIGNIORIAL FORM IN FAVOR OF PIERRE LEFEBVRE, JR., DATED
3RD JANUARY, 1762.

3RD JANUARY 1762—DEED OF CONCESSION FROM FATHER WELL TO PIERRE
LEFEBVRE, JR.

Was present the Very Reverend Father Well a Priest of the Society of Jesus in the name of and as manager of the affairs of the Mission of the Reverend Jesuit Fathers, Seigniors of Sault St. Louis, who in his said name has by these presents voluntarily granted and conceded under title of cens et Rentes Foncières and Seigniorial, and not redeemable promising to warrant against all disturbances and impediments whatever, to Pierre Lefebvre, son of Louis Lefebvre farmer of Laprairie hereunto present and accepting for himself his heirs and legal representatives for all future time of a lot of land and concession lying and situated in the aforesaid place of Sault St. Louis, on the River St. Pierre being three arpents in width, by whatever depth there may be found therein commencing at the said River and extending as far as the half of the lands lying between the said River and a brook called Ruisseau Lapalme, bounded on one side by the lands of Louis Dupuis, and on the other by lands not yet granted, in front by the said River St. Pierre and in the rear by the lands reserved for the tenants of the Ruisseau Lapalme, the whole as comprised and contained in the said lot of land without any reservations other than those herinafter set forth.

The present concession was made with obligation on the part of the Acceptor, his heirs and legal representatives to pay commencing on Saint Martin's day then next and thenceforth forever to the said Seigniors their Agents or legal representatives at their residence or at the aforesaid place called the Sault, each and every year three sols of Cens for all the said Concession, one for each arpent of land in superficies and one half bushel of wheat for every twenty arpents of land in superficies, The whole as ground and Seigniorial Rentes and not redeemable, money of France notwithstanding any diminution of specie. The said Cens bearing the right of Lods et Ventès Saisine et Amande whenever the same become due with obligation on the part of the said Acceptor to turn the said lands to account, to inhabit or cause the same to be inhabited according to regulations, to grant right of way to his neighbours, to permit the construction of all roads and bridges on the said Concession which may be adjudged and deemed necessary for the public good, to cause all the grain which he may gather on the said Concession to be ground at the Seigniorial mill without his having the right to have the same ground elsewhere except upon paying the customary miller's fee. The said Seigniors reserving all the wood necessary for the construction such as the Manor-house, the Presbytery, the Church and the Seigniorial Mill, and which may be found on the said concession as well as the wood necessary for the repairing of the said constructions : Likewise the wood necessary for the construction of ships, with prohibition to sell, give or transfer the said Concession to any persons in mortmain unless such persons represent those who are capable of receiving (*homme vivant et mouvant*) The said Seigniors reserving to themselves the right of redemption (*Retrait féodal*) in case of sale of either the whole or of portions of the said concession, by reimbursing the purchaser the price of his purchase as well as costs incurred and legal dues, the said Acceptor being obliged to cause his land to be bounded immediately by a Surveyor, and to furnish a copy of the proces verbal of the same to the said Seigniors within a month, under penalty of the nullity of these presents : and the said acceptor shall be bound to furnish the said Seigniors with an exemplification of these presents in Executory

form. This done and passed at Montreal aforesaid, in the study of Mtre Panet, one of the aforesaid Notaries, in the year One thousand seven hundred and sixty-two, on the third day of January in the afternoon, and the said R. F. has signed, and the said acceptor has declared that he can neither write or sign, these presents having been duly read.

(Signed) P. MEZIERE, N. P.
(Signed) PANET, N. P.

"G."

COPIE DU JUGEMENT PRONONCE PAR LE GENERAL GAGE EN DATE
DU 22 MARS 1762.

L'arrêt cy-dessous a été enregistré comme suit :

Extrait des Régistres du Gouvernement de Montréal.

Par devant Son Excellence Thomas Gage Gouverneur de Montréal et assisté de son conseil savoir : Mrs. Frederic Haldimand, Colonel du 4^{me} Batallion de Royal Amériquain, Guillaume Browning, major du 46^{ème} Régiment, Herbert Munster, major du 4^{ème} Batallion de Royal Amériquain, et Gabriel Christie, major et maréchal-de-logis des Armes de Sa Majesté.

Entre les Sauvages Iroquois et autres sauvages du Sault St. Louis comparant par Mr. Clauss leur Procureur, demandeur d'une part

Et les Très Révérends pères de la Compagnie de Jésus, comparante par le Révérend père Well, leur procureur, défendeur, d'autre part.

Après que le dit Sr. Demandeur, nous a présenté un écrit au dit nom et dont il s'agit conçu en ces termes : Qu'à la reddition de ce pais toutes choses avaient été bien concerté pour maintenir les d. Sauvages dans la possession de leurs terres au Sault St. Louis, mais qu'aujourd'hui les Pères Jésuites leurs missionnaires concédant continuellement aux Français les terres qui dépendent du territoire du Sault St. Louis, qui cependant ils croyaient leur appartenir par un titre de concession à eux fait par sa M.T.C. Et que s'il n'y est promptement remédié ils se verraient bientôt obligés d'abandonner leurs propres champs pour se retirer avec leurs familles dans les bois, Attendu qu'ils n'y trouvent plus suffisamment de terre pour les faire subsister.

Qu'en outre il leur avait été anciennement remis parchemin de ce qui faisait leur titre et qu'un de leur Chef l'avait toujours gardé, jusqu'à quelques tems avant sa mort, qu'il l'avait remis entre les mains de sa femme en lui recommandant de le garder toujours soigneusement, mais qu'un des pères Jésuites le lui avait extorqué sous prétexte de Religion auquel elle n'avait pu se défendre.

Que pareillement ils entendent avoir droit dans tous les batiments faits au dit Sault, ainsi qu'à l'Eglise et à ses fournitures, Attendu que trois ans, même avant qu'elle fut commencée les Jésuites leur avait fait connaître qu'ils avaient intention de bâtir une Eglise, et leur demandant s'ils voudraient y contribuer, ce qui fut fait par certain nombre de Castors. Qu'ils ont fournis au retour de leur chasse par an pendant les d. trois années consécutives et proportionnement à leurs dites chasses. Qu'ils ont en outre toujours prêté la main à toutes les bâtisses soit en y travaillant eux-mêmes ou par leurs femmes et qu'ils ont contribué à tous les achats faits depuis la d. Eglise bâtie tant pour la chasse que des autres fournitures pour icelle.

Le dit R. P. Well a dit pour défense ce qui suit, savoir : Que le parchemin est une pure fable. Que quatre ou cinq Gouverneurs Français successivement en sont

convenu, au surplus s'il avait jamais existé un pareil parchemin l'original s'entrouverait ou au Château ou au Conseil Souverain de Québec.

Qu'en vain pour contenter les Sauvages on l'aurait cherché et fait chercher, qu'il est probable que le Ministériat Anglais ne sera pas plus heureux en cette recherche, qu'il n'en est pas même des titres des Révérends Pères Jésuites enrégistrés au Conseil Souverain de Québec le 24 Sbre, 1680, c'est-à-dire plus de quarante ans avant que la mission fut où elle est aujourd'hui, les lettres patentes du Roy données à Fontainebleau le 29 may 1680. Signe, Louis. Et sur le replis, par le roy. Colbert, doivent en faire foi. Que le Roy se serait contredit si la fable du parchemin était une réalité et non conte fait à plaisir pour endormir les Sauvages, que la terre est aux Religieux de la Compagnie de Jésus qui est le fond de la question décidé par les titres dont on a l'original, qu'on verra par l'évidence de la Calomnie imputé à un ministre du Seigneur que l'on dit sans fondement avoir agit contre tous les droits divins et humains en enlevant le prétendu parchemin. Que sans doutes les Sauvages diront qu'il est perdu, ce qui n'arrive dans aucuns autres titres, les originaux ne s'en trouvent n'y au Chateau n'y au Conseil Souverain de Québec, un praticien conclura aussitôt que tels titres ne sont point réels mais supposés au surplus le dit parchemin doit se trouver au moins à la Chambre des Comptes à Paris que s'il est plus ancien que les titres des Pères Jésuites aussi par ce parchemin le Roy cassait la donation qu'il leur avait faite. Cinq généraux ne leur eussent point laisser la possession pendant quatre-vingt-deux ans malgré les plaintes des Sauvages qu'il avait intérêt de ménager en ce tems.

Que le Sieur Perthius a servis d'interprète plus d'une fois en cette affaire et peut témoigner si les Jésuites n'ont pas toujours eu gagné de cause. La possession ou ils se sont maintenus en est une preuve. Les arrêts de la juride. de Montreal qui les autorisaient à en disposer en maîtres en toute propriété et comme bon leur semblera en est une autre, des terres réunies au domaine en est une troisième, l'institution d'une paroisse à St. Pierre autorisé par les puissances et sa Majesté même en fait une quatrième, les titres de la concession disent expressement que les habitants qui demeureront parmi les Sauvages ne pourront vendre aucuns boissons n'y faire de Cabaret cela suppose permission de donner des emplacements à d'autres qu'aux Sauvages.

Qu'il ne reste plus qu'à prouver la fausseté de ce qu'alleguent les Sauvages en disant qu'ils ne peuvent aller sur leurs terres qu'en étant inquiétés par les habitants à qui ont les a vendus tous leurs champs sont du côté de Chateauguay terrains appartenant aux Jésuites.

Que voulant tenir lieu de père aux Sauvages ils leur ont abandonné tout ce terrain c'est-à-dire plus d'une lieu et demis sur toute la profondeur qui est plus de deux lieues qu'on défie de nommer aucuns habitant qui ont des titres des Jésuites de ce côté là. Qu'outre cela il y a encore une lieu et demie de frond sur toute la profondeur en descendant vers le moulin où il n'y a que trois habitants, que voilà plus deux lieux et demi de front de terre non concédé sur toute la profondeur où les sauvages peuvent faire leur champ, pourquoi disent-ils aujourd'hui qu'il leur manquent de terrain de leur aveu depuis plus de quarante ans ils n'ont point défriché un quart de lieu et encore ne sont-ils point étendu és profondeur pour les avantages les Jésuites leur ont cedés une lieu et demie non reversible à Sa Majeste.

Mais dira-t-on pourquoi les Jésuites ont-ils fait des concessions : les défendeurs répondent :

1° C'est que le Roi voulait une terre toute défrichée qui lui reviendrait lorsque les missionnaires quitteraient le Sault, il fallait donc en prendre les moyens en concédant aux habitants.

2° Toutes les Seigneuries ne sont donné par Sa Majesté qu'à la charge de concession ce qui est si vray que l'on en a retirés à des particuliers parce qu'ils n'y faisaient pas de concession.

3° L'intention de Sa Majesté en gratifiant les Jésuites était sans doute de leur donner quelque chose que l'on eût donné s'il n'avait pu faire des concessions. Le

Roy pretendait charger les Jésuites de la Bâtisse et de l'entretien total d'une Eglise vaste, des bâtimens nécessaires aux missionnaires et de leur propre subsistance pour remplir ce dessein il leur donne une Seigneurie ou par le moyen des habitants les missionnaires puissent remplir ses vues.

Que l'on traite les Jésuites après cela d'Intéressés pour avoir fait valoir la sixième partie tout au plus des bienfaits du Roy et cela pour subvenir à leur subsistance et à l'entretien total d'une Eglise, des bâtimens et de tout ce qui est nécessaire. Ils passent sous silent l'entretien des malades de tous les villages à qui les missionnaires continuent de fournir gratis la subsistance et remède quoiqu'ils ne touchent plus depuis quelque tems les cinq cents livres dont sa M.T.C. les grantifiaient pour les indemniser. Le defendeur répond en outre aux questions qui luy ont été faites pourquoi leurs titres ne portent pas comme toutes les autres charges et obligations absolue de concéder sous peine de Retrait, Que c'est Sa M.T.C. voulant les avantager n'a pas voulu qu'on pu les contraindre en justice de concéder qu'autant qu'ils le jugeraient convenable selon les circonstances des tems et des lieux.

Ajoute le dit père defendeur qu'il n'y a plus d'inconvenient à concéder, aussi tous les généraux et intendans François interpretes naturels de Sa M.T.C. y ont-ils souscrits

1° par la possession où ils ont toujours maintenu les Jésuites depuis lors.

2° par l'élection de la Cure de St. Pierre à laquelle les dits Jésuites n'ont aucune part.

3° par quantité d'arrêts de réunion à leur domaine avec permission de vendre.

Qu'au reste si malgré la prescription de quatre-vingt deux ans et les jugemens de tant de Gouverneurs et Intendans François il restait encore quelque doute sur l'interpretation qu'on doit donner au don de S.M.T.C. les dits defendeurs s'offrent d'obtenir d'elle-même une explication propre à dissiper tout doutes et cela le plus tot possible. Les dits defendeurs demandent en consequence à n'être Jusqu'alors aucunement troublés ni inquiétés dans la possession des terres dont est question.

Le sieur Perthuis après avoir prêté serment de dire vérité a dit qu'ayant deux fois servi d'Interprete auprès de Messieurs les Généraux François à ce sujet que Mons. De Vaudreuil a dit en outre qu'il allait examiner leurs propositions pour voir si les plaintes étaient bien fondées et avait en consequence écrit aux Capitaines de Milices pour les prier de souffrir les sauvages lever des écorces chez leurs habitants vue la situation des affaires qu'ils ne pouvaient aller plus loin et on a laissé les pères Jésuites en jouissance qui est toutes ce qu'il a dit, scavoir:

Nous, ayant ouy les parties sur ce considéré avec attention la concession des terres du Sault St. Louis accordé par feu Sa M.T. Ch. Louis 14, elle nous parait le seul titre par laquelle on puisse juger du titre de cet établissement et décider le procès cidessus.

Pour ce qui regarde le parchemin dont les Sauvages disent avoir été autrefois en possession et en avoir été privé comme il est dit dans leurs plaintes, Nous sommes d'avis que si le parchemin eu existé il ne pouvait contenir qu'un extrait ou une copie entière des concessions faites en leur faveur.

Nous sommes d'opinion que la concession des terres du Sault St. Louis fut faite aux R.R. P.P. Jésuites dans la seule et unique intention d'y fixer des Iroquois et autres Sauvages et que tout ce que ce terrain porrait produire entièrement destiner à leur profit et avantage, les raisons dont les R.R. P.P. Jésuites se servent dans leur requête et qui paraissaient avoir déterminé Sa Majesté T. C. à accorder cette concession était fondé sur la crainte que les Iroquois établis dans ces tems-là sur la Seigneurie de Laprairie et occupaient des terres trop humides pour être ensémençées ne vinssent à se retirer, alléguant qu'au moyen de cette nouvelle concession non seulement on les rétiendraient mais qu'on en augmenterait le nombre et qu'on étendrait par ce moyen les lumières de la foi et de l'Evangile.

Dans toutes les autres concessions accordées par Sa M.T. Ch. ou les Gouverneurs les Seigneurs qui les obtiennent sont obligés d'y établir des habitants au defaut de quoi ils perdent leur Seigneuries.

Mais dans la Concession des terres du Sault St. Louis au lieu de telles conditions Sa Majesté fait très expresse inhabitation et défense aux Français qui s'habitueraient parmi les Iroquois ou autres nations sauvages qui s'établiront sur la dite terre nommée le Sault, d'avoir et tenir aucun Bestiaux. Cette condition seule renferme l'impossibilité aux Français de s'établir sur les dites terres et prouve que S.M.T.C. les réservaient et destinaient sans réserve à l'usage des Sauvages sans qu'aucun Français put y obtenir aucune concession.

Nous sommes aussi d'avis que les R.R. P.P. Jésuites ne peuvent point être regardé comme les Seigneurs temporels des dt. terres, la différence remarquable que l'on trouve dans les termes dont cette concession est conçue et ceux employés dans toutes les autres concessions en est une preuve évident, celle du Sault n'est point concédée à titre de fief Seigneuriale S.M.T.Ch. n'y fait point mention de Haute, Moyenne et Basse Justice, du droit de pêche et de chasse, elle n'est chargée d'aucune redevance n'y obligation de fournir homme vivant et mouvant qui fera et portera foy et hommage à Sa Majesté en son Château St. Louis de Quebec. Les précautions nous paraissent des preuves incontestables que les terres du Sault ne sont point une Seigneurie dont les R.R. P.P. Jésuites puissent se dire les Seigneurs mais qu'elles sont des terres concédées par Sa M.T.C. uniquement pour y fixer et établir des sauvages qui d'ailleurs par leur nature ne pourraient pas être assujétis aux droits de lods et ventes, Haute, Moyenne et Basse-Justice. Sa M.T.C. défendant la concession qu'à la charge que la d. Terre nomme le Sault nous appartiendra toute défrichée lorsque les dits Iroquois l'abandonneraient, fait connaître que son intention n'était point que les R.R. P.P. Jésuites retirassent aucun avantage par la dite concession excepté peut-être le profit qui leur revenait des terres occupés jusqu'alors par les Sauvages dans la Seigneurie de Laprairie, ce qui fait encore une preuve que ce don a été uniquement fait pour les dits Sauvages. Le terme tout défrichée dont il est fait mention ne saurait s'interpréter autrement sinon que lorsque les Sauvages viendraient à abandonner ce terrain toute la dite Concession retournerait à Sa M.T.C. dans l'état de défrichement où elle pourrait être alors sans qu'ils puissent rien exiger pour le travail qu'ils y auraient faits, si Sa Majesté avait prétendu que les R.R. P.P. Jésuites fissent défricher ce terrain elle les aurait chargé comme de coutume d'y établir habitants.

Pour ce qui régarde l'espace de terrain d'environ un lieu et demie compris entre la Concession du Sault et celle de Chateauguay, lequel les R.R. P.P. Jésuites réclament comme un don qui leur avait été fait en propre independant des conditions annexées à la concession du Sault et non reversible au Roy, après avoir examiné cette seconde concession qui s'est trouvé parmi les archives et fut faite à Québec le 30 8bre 1680 par le Comte de Frontenac, alors Gouverneur Général en Canada, Nous avons trouvés les termes suivantes: "Donnons et accordons le d. restant de terre d'environ un lieu et demie pour en jouir par les d. R.R. P.P. Jésuites aux mêmes charges clauses et conditions portées par les susdt. lettres patentes de Sa Majesté." Les deux concessions ne peuvent donc être regardé que comme donné aux mêmes fins et sous les mêmes charges, clauses et conditions, par conséquent le don que les R.P. P.P. Jésuites croient avoir fait aux Sauvages n'est en effet qu'un don imaginaire. Supposant que cette erreur provient de ce que R. P. Jésuites n'ont pas bien examiné la Concession originale ou n'en ont point fait prendre une copie entière. La possession de quatre-vingt deux années sur laquelle les R.R. P.P. Jésuites fondent leur droit n'est de leur propre aveu et de celui d'autre personne rien moins qu'une possession tranquille, les Sauvages ayant toujours renouvelé leur droit auprès de chaque Gouverneur et ce différend n'ayant jamais été vinde juridiquement par le Gouverneur n'y aucune Chambre, c'est par conséquent déterminable aujourd'hui par les voies de la Justice.

L'établissement de la Cure de St. Pierre et la quantité d'arrêts de réunion au domaine avec droit de vendre que les R.R. P.P. Jésuites ont obtenu dans différents tems proviennent sans doute de ce qu'ils ont pris possession de ce terrain du Sault comme s'ils elles leur appartenaient, qu'il s'en sont considéré et fait croire les Sei-

gneurs et que personne au nom des Sauvages ayant fait décider leurs droits les titres ont par ce moyen évités l'inspection d'une Chambre de Justice et les prétentions des Sauvages gens bonnes et ignorants les Règles du Barreau ont subsistés sans être examiné ou jugés.

Il nous paraît absurde d'avoir recours à Sa M.T.C. Louis 15 pour qu'elle veuille nous faire expliquer le sens et le but d'une concession accordée en Amérique il y a 82 ans faites avec sagesse et sans obscurité par son Bisayeul Louis 14 et c'est pour remplir les bonnes intentions avec toute justice et equite que nous au d. nom de Sa Majesté Britannique qui seule est Souveraine et a droit de faire exercer la justice dans sa province du Canada.

Ordonnons que depuis la date des présentes les deux Concessions dont est parlé ci-dessus soient réunis dans une seule et même concession sous le nom de Concession des Iroquois du Sault, borné d'une côté par la ligne de Laprairie de la Magdelaine et de l'autre par celle de Chateauguay.

Et comme après avoir examiné avec attention les termes de la d. Concession et l'avoir comparé à plusieurs autres nous ne voyons point que les RR. PP. Jésuites ayant obtenu aucun droit Seigneuriaux sur la d. Terrain, nous sommes au contraire unanimement convaincus par les sages précautions prises dans la dit acte que Sa feue Majesté T. C. n'a jamais supposé que les RR. PP. Jésuites dussent être Seigneurs temporels des Sauvages, que la nécessité des termes obligeaient de se rassembler auprès de Montréal, c'est pourquoi nous frustons et déboutons les d. RR. PP. Jésuites de tous droits temporels qu'ils pourraient s'être arrogé sur les dites terres soit par la condescendance des Gouverneurs ou Intendants seul titre par laquelle ils se sont procurés les achats de reunion au domaine qu'ils ont obtenus dans differents temps soit par droit de possession ou autres raisons qu'ils pourraient alléguer et ordonnons que les dits Sauvages du Sault Seraient mis en possession et jouissent paisiblement pour eux leurs héritiers et autres Sauvages qui voudraient se joindre à eux de tout le terrain et le revenu que la dite Concession peut produire et persuadé que rien ne contribue plus efficacement à civiliser et eclairer les nations Sauvages qu'en tenant religieusement les engagements que l'on prend avec eux et en prévenant tout sujet de mésintelligence entr'eux et les habitants établis dans leur voisinage.

Nous ordonnons que les limites de la concession des Iroquois du Sault soient tracées le plutôt possible par un arpenteur juré et qu'elle fut bornée avec des pierres assujetties en terre marquées aux armes de Sa Majesté Brittanique et que le plan figuratif en soit remis à notre greffe, ordonnons en outre que l'Eglise, le Presbitère appelé la maison Seigneuriale avec tous autres bâtimens fait par les d. R.R. P.P. Jésuites sur la dite concession ou qui leur sont legue soient regardés et appartiennent directement aux Sauvages les regardant à cet égard comme s'ils formaient une paroisse, et les dits Sauvages se trouveront par là obligés à maintenir les d. Bâtimens qui resteront néanmoins destinés à l'usage des missionnaires qui vivront avec eux, et à l'égard des frais que d. RR. PP. Jésuites ont supporté à cet égard nous le croient suffisamment dédommagé 1° par les revenus qu'ils ont retirés jusqu'à présent des habitants qu'ils ont établis sur la dt. concession en second lieu par la valeur des terres que les Sauvages ont abandonné à la Prairie de la Magdeleine ce que les RR. PP. Jésuites pouvait avoir concédés à des habitants dès que des Sauvages furent transférés au Sault.

Et comme nous sommes obligés de voir que les Iroquois et Sauvages du Sault jussient paisiblement et en entier des bienfaits à eux accordés par Sa M.T.C. nous Ordonnons à tous les habitants qui ont des concessions particulières sur le terrain de la concession des Iroquois du Sault ayant à apporter les originaux de leur Concession entre les mains de Me. Panet Notaire de cette Ville avant le pre. Juillet de la présente année afin qu'il en soit ordonné comme ci-dessous.

1° Toutes concessions accordées par les RR. PP. Jésuites jusqu'à ce jour et sur lesquelles les habitants n'ont point tenu feu et lieu seront annulées et de nulle valeur.

2° Toutes les concessions accordées depuis le 8 7bre 1760 dans quelle état le terrain concédé puisse se trouver aujourd'hui seront annullés et les habitants obligés

de les abandonner avant le pre. 9bre 1762. Condns. par le present les d. RR. PP. Jésuites à rembourser aux d. habitants les rentes et autres droits seigneuriaux qu'ils pourraient avoir des d. Concessions.

3° En consideration du tems, des dépenses et travaux que les habitants établis sur la d. concession avant le 8 7bre 1760 pourraient avoir fait et vouloir prevenir qu'eux et leurs familles ne souffrent de l'erreur qui s'est commis à cet égard nous ordonnons qu'ils continuent à jouir paisiblement du terrain qu'ils occupent aujourd'hui par la concession qu'ils ont obtenu des RR Jésuites sans cependant qu'ils puissent l'aggrandir par achat des Sauvages et autres pretextes, leur ordonnant qu'ils viennent se pourvoir d'autres actes de concessions à notre Greffe le quinze Juillet prochaine. Et afin que les Sauvages puissent jouir de leurs rentes le Gouverneur sera tenu de nommer et établir une personne pour être le receveur des rentes et autres droits seigneuriaux qui pourront provenir des Concessions ci-dessus et nous obligeons le dit receveur des rentes et autres droits seigneuriaux qui pourront provenir des Concessions ci-dessus et nous obligeons le dit receveur d'en rendre compte aux d. Sauvages tous les 2 de fevrier de chaque année jour de la Chandeleur en presence du dit Gouverneur ou de celles de personnes par lui autorisée pour cet effet. Les revenus des dites rentes sera employés au maintien de l'Eglise et autres bâtimens du Sault, et le surplus remis entre les mains des Sauvages afin qu'ils en fassent ce qu'ils jugeront à propos. Et comme la Concession des Iroquois du Sault en général est reversible à Sa Majesté lorsqu'ils l'abandonneront et que les droits de juridiction sur quelqu'autre que les Sauvages qui y sont établis par abus, ne peuvent appartenir qu'à elle. Nous mandons le dit receveur des ordres et pouvoirs necessaires pour y maintenir les droits de Sa Majesté à cet égard de même que les règlements que nous trouverons nécessaires au sujet du Curé et de la paroisse de St. Pierre.

Ordonnons dès à présent que ces d. habitants continuent de faire moudre leurs grains au moulin des RR. PP. Jésuites établis sur la terrain de Laprairie jusqu'à ce qu'il nous plaise d'en ordonner autrement.

Mandons etc.

Fait et donné Château de Montréal le vingt deux Mars mil cent soixante deux.

(signé)

G. MATURIN, *Secrétaire.*
PANET.

Nous soussignés certifions que ce qui précède est une vraie copie d'une ordonnance rendue le vingt deux mars dix sept cent soixante deux par Thomas Gage et son Conseil, extraite du Registre des audiences pour les années 1761 et 1762, déposé lequel Registre parmi les archives de la Cour Supérieure à Montréal.

Montréal ce vingt neuf Octobre Mil huit cent quatre vingt cinq.

(Signé)

HONEY & GENDRON, *P.C.S.*

“H.”

TRANSLATION OF GENERAL GAGE'S JUDGMENT.

(FROM THE ORDINANCES OF HIS EXCELLENCY THE GOVERNOR OF THE 22ND MARCH, 1762.)

The following decree was registered as follows :—

Extract from the Registers of the Government of Montreal.

Before His Excellency Thomas Gage, Governor of Montreal, assisted by His Council, to wit, Messrs. Frederick Haldimand, Colonel of the 4th Battalion of the Royal American, and William Browning, Major of the 46th Regiment, Herbert Munster, Major of the 4th Battalion of the Royal American, and Gabriel Christie, Major and Quarter-Master of His Majesty's Armies.

Between the Iroquois Indians and other Indians of Sault St. Louis, appearing by Mr. Clauss, their Attorney, Plaintiff, on the one part :

And the Very Reverend Fathers of the Society of Jesus, appearing by the Reverend Father Well, their Attorney, Defendant, on the other part.

After that the said Plaintiff had laid before us a writing in the said name, which is in question, and conceived in these terms :—

That at the surrender of this Country all things had been well arranged to maintain the said Indians in possession of their lands at Sault St. Louis, but that now the Jesuit Fathers, their missionaries, were granting continually to the French the lands forming part of the territory of Sault St. Louis, which, however, they believed belonged to them by a title of grant given them by His Most Christian Majesty. And that if matters are not promptly set right, they would soon see themselves obliged to give up their own fields to withdraw with their families to the woods, considering they do not any longer find there enough land to afford a means of living.

That besides they were formerly given a parchment which constituted their title, and that one of their Chiefs had always kept it till some time before his death. That he had placed it in his wife's hands after having recommended her to always keep it carefully; but that one of the Jesuit Fathers had extorted it from her under a religious pretence against which she had been unable to defend herself.

That likewise they mean to have a title to all the buildings put up at the said Sault as well as to the Church and its furnishings, seeing that even three years previous to its having been commenced the Jesuits had informed them that they intended to build a Church and asked them if they wished to contribute towards it, which was done by giving each year a certain number of Beavers on their return from hunting during the three consecutive years and in proportion to their hunts. That besides they always helped in erecting all the buildings by working at them either themselves or by lending the assistance of their wives, and that they contributed towards all the purchases made since the said Church was built as much for the Shrine or altar as for the other furnishings for the same.

The said Reverend Father Well said for his defence as follows, to wit :—That the parchment is a mere story; that four or five French Governors have successively admitted this, besides, if such a parchment had ever existed, the original thereof would be either at the Castle or at the Sovereign Council of Quebec.

That to satisfy the Indians it has been and would be searched for in vain, that it is probable that the English Administration will not be more successful in their search; that the same thing does not exist in regard to the titles of the Reverend Jesuit Fathers enregistered at the Sovereign Council of Quebec on the 24th of October, 1680, that is, more than forty years before the mission was where it is now. The King's Letters Patent given at Fontainebleau on the 29th of May, 1680, signed "Louis" and on the fold "by the King, Colbert" prove that. That the King would have contradicted himself if the story of the parchment was a reality, and not a tale which somebody took pleasure in inventing to quiet the Indians. That the land belongs to the Religious Fathers of the Society of Jesus, which is the gist of the question decided by the titles of which we have the originals. That it will be seen by the evidence of calumny charged against a Minister of the Lord who it is said without cause, acted against all divine and humane rights by carrying off the fictitious parchment. That undoubtedly the Indians will say that it is lost, which does not occur in regard to any other titles, the originals of which are to be found either at the Castle or at the Sovereign Council of Quebec. A practitioner would immediately infer therefrom that such titles are not real, but supposititious. Besides the said parchment should be found at least at the board of accounts at Paris. That if it be older than the titles of the Jesuit Fathers, therefore by that parchment the King revoked the donation which he had made to them. Five generals would not have allowed them the possession during eighty-two years, notwithstanding the complaints of the Indians, whom he had an interest in treating with consideration at this time.

That Mr. Perthius served as an interpreter more than once in the matter, and can give proof if the Jesuits have not always won their cause. The possession in which they have maintained themselves is a proof of it. The Decrees of the Juris-

diction of Montreal which authorized them to dispose of the same as Masters in full ownership and as they may think fit, is another proof of it. Lands which were joined to the estate is a third one. The establishment of a Parish at St. Peter's authorized by the powers and His Majesty himself is a fourth one. The titles of grants say expressly that the Inhabitants who will stay among the Indians shall not sell any liquor or put up any public House. That supposes leave to give building grounds to others than to the Indians.

That there only remains to prove the falsity of what the Indians allege when they say that they cannot go on their lands without being disturbed by the Inhabitants to whom they were sold. All their fields are on the Chateauguay side and are grounds belonging to the Jesuits.

That wishing to be as Fathers to the Indians they gave up all that land, that is to say, more than one league and a half by the whole depth, which is more than two leagues. That nobody dare name any inhabitant who holds titles from the Jesuits on that side. That in addition to that there is still a league and a half in width by the whole depth, going down towards the Mill, where there are but three inhabitants. That there are more than two leagues and a half in width of ungranted land by the whole depth where the Indians can make their fields. Why do they say now that they want land. On their own confession for more than forty years they have not cleared one-fourth of a league, and yet they have not reached the depth. To favour them the Jesuits have made over to them one league and a half which is not revertible to His Majesty.

But, shall it be said, why have the Jesuits made grants? The defendants answer :—

1. Because the King wanted land all cleared which would go back to him when the Missionaries would leave the Sault. It was therefore necessary to take the proper means by making grants to the inhabitants.

2. All the Seigniories are given by His Majesty only on the condition that grants be made, which is so true that some are withdrawn from certain individuals because they did not make grants.

3. His Majesty's intention in favouring the Jesuits was undoubtedly to give them something which he should have given had he not been able to make grants. The King meant to make the Jesuits undertake the house and the whole keeping of a spacious Church, of necessary buildings for the Missionaries and their own sustenance. To accomplish that purpose, he gives them a Seigniory where with the help of the inhabitants the Missionaries may meet his views.

Let somebody after that treat the Jesuits like interested parties because they made the best of the sixth part at the utmost of the King's favours, and this to provide for themselves and for the keeping on the whole of a Church of the buildings and all that is necessary. They pass over in silence the maintenance of the sick of all the Villages for whom the Missionaries continue in providing free of cost sustenance and medicines, although they have not been receiving for some time the five hundred livres with which His Most Christian Majesty favoured them to indemnify them. The Defendant answers besides to the questions which they were asked why their titles do not bear like all the others an absolute condition to make grants under pain of withdrawal. That His Most Christian Majesty being willing to favour them did not wish that they might be compelled in justice to make grants only as much as they would deem it advisable according to the circumstances of times and of places.

The said Father Defendant adds that there exists no longer any disadvantage in making grants, and so all the French Generals and Commissioners (Intendants) His Most Christian Majesty's Natural Interpreters thereto consented.

1. By the possession in which they have always maintained the Jesuits since then.

2. By the institution of the Parish of St. Peter in which the said Jesuits have no share.

3. By a number of decrees of union to their estate with leave to sell. Also, if notwithstanding a prescription of eight-two years and the Judgments of so many French Governors and Commissioners (Intendants) there still remains some doubts on the interpretation which should be given to His Most Christian Majesty's donation, the said Defendants offer to obtain from Himself an explanation which will do away with all doubts and that as soon as possible. The said Defendants ask accordingly that they be not till then in any wise troubled or disturbed in the possession of the lands in question.

Mr. Perthuis after having taken his oath to tell the truth said that he had served twice as an interpreter before Messrs. the French Generals on the subject that Mr. de Vaudreuil had said besides that he was going to examine their propositions to see if the complaints were well founded and that he had, in consequence, written to the Militia Captains to beg of them to allow the Indians to cut off bark among their inhabitants considering the state of affairs that he could not go further and the Jesuit Fathers were allowed to remain in possession ; which was all he said.

To wit :—

We, having heard the parties with regard to that, considered attentively the grant of the lands of Sault St. Louis made by His late Most Christian Majesty Louis XIV., it seems to us to be the only title by which one can judge of the right to that establishment and decide the foregoing suit.

As regards the parchment of which the Indians say that they formerly were in possession, and of which they have been deprived, as it is said in their complaints, we are of opinion that if the parchment had existed it could contain but an extract or a full copy of the grants made in their favour.

We are of opinion that the grant of the lands of Sault St. Louis was made to the R.R. Jesuit Fathers with the sole intention of settling there Iroquois and other Indians and that all the soil could produce was wholly intended for their profit and advantage. The reasons which the R.R. Jesuit Fathers use in their petition, and which seemed to have determined His Most Christian Majesty to make this grant, were founded on the fear that the Iroquois who had settled at that time on the Seigniorie of Laprairie and occupied lands which were too damp for the purpose of sowing should happen to leave, alleging that by means of that new grant, they would be not only kept back but that their number would be increased and that by that means the knowledge of Faith and of the Gospel would be spread.

In all the other concessions granted by His Most Christian Majesty or the Governors, the Seigniors who obtain them are obliged to settle inhabitants, and in absence of this they lose their Seigniories.

But in the concession of the lands of Sault St. Louis, instead of such conditions His said Majesty most expressly prohibits and forbids the French who would go among the said Iroquois or other Indian Nations who would settle on the said land called "Le Sault" from having and keeping any Cattle. This only condition contains an impossibility for the French to settle on the said lands and proves that His Most Christian Majesty reserved and intended them unreservedly for the use of the Indians and that no Frenchman could obtain thereon a grant.

We are also of opinion that the R.R. Jesuit Fathers cannot be considered like the Temporal Lords of the said lands. The remarkable difference which is found between the terms in which that concession is worded and those used in all the other concessions, is evident proof that "Le Sault" is not granted as a Seigniorial Fief. His Most Christian Majesty does not make therein mention of High, Mean, and Low Justice, of the right to fish and to hunt. He does not impose upon them any due or obligation to procure a living and moving person who shall do and bear fealty and homage to His Majesty in his Castle St. Louis of Quebec. The precautions seem to be unquestionable proof that the lands of "Le Sault" are not a Seigniorie of which the R.R. Jesuit Fathers can call themselves the Seigniors ; but that they are lands granted by His Most Christian Majesty solely to settle there Indians, who besides from their nature could not be subjected to the right of *lods et ventes*, High, Mean

or Low Justice. His Most Christian Majesty making the grant on the only condition that the said land called "Le Sault" shall belong to him "toute défrichée" when the said Iroquois would give it up, makes it known that his intention was not that the R. R. Jesuit Fathers would draw any advantage by the said grant, except perhaps the profit which accrued to them from the lands occupied till then by the Indians in the Seigniority of Laprairie. This constitutes another proof that gift was made solely for the said Indians. The term "all clear" of which mention is made, could not be construed otherwise than that when the Indians should happen to leave that land, the whole of the said concession would go back to His Most Christian Majesty in the state of clearing where it could then be and that they could not claim anything for the work which they have done there. If His Majesty had meant that the R.R. Jesuit Fathers should clear that land he would have ordered them as usual to settle inhabitants there.

As regards the space of land of about one league and a half contained between the concession of Le Sault and that of Chateauguay, which the R.R. Jesuit Fathers claim as a gift which had been made to them as their own, independent of the conditions annexed to the concession of "Le Sault" and not revertible to the King after having examined that second concession which was found among the records and was made at Quebec on the 30th of October, 1680, by the Count de Frontenac, the Governor General in Canada, we have found the following terms:—"We give" and grant the said rest of land of about one league and a half to be possessed by "the said R. R. Jesuit Fathers on the same conditions, clauses and terms set forth" in the aforesaid Letters Patent of His Majesty." Therefore both concessions should be considered as having been given for the same purposes and under the same conditions, clauses and terms; consequently the gift which the R. R. Jesuit Fathers think they made to the Indians is indeed but an imaginary gift. Supposing that this error arises from the R. R. Jesuit Fathers not having well examined the original concession, or from not having had a full copy of it taken, the possession of eighty-two years on which the R. R. Jesuit Fathers found their right, it is on their own admission and that of other persons nothing less than a quiet possession, the Indians having always revived their rights before every Governor, and that dispute never having been judicially settled by the Governor or any Court of Justice, it is consequently determinable now by the means of the law.

The establishment of the living (cure) of St. Peter and the number of decrees of Union to the estate with a right to sell which the Jesuit Fathers have obtained at different times, undoubtedly proceed from their having taken possession of the land "Le Sault" as if it had belonged to them, from their having considered themselves and made people believe that they were the Seigniors of the same and because nobody having had in the Indians name their rights determined, the titles have by that means escaped the Inspection of a Court of Justice and the claims of the Indians, uneducated people, unacquainted with the rules of the Bar; have stood without being examined or determined.

It seems to us absurd to have recourse to His Most Christian Majesty Louis XVI., in order that he may be willing to have explained to us the meaning and the object of a concession granted in America eighty-two years ago and wisely and distinctly made by His Grandfather Louis XIV, and it is with the purpose of realizing good intentions with all justice and equity that we in the name of His Brittanic Majesty, who alone is Sovereign and has a right to cause justice to be administered in his Province of Canada.

Order that from the date of the presents the two concessions of which it is hereinabove spoken, be united in one, and the same concession, under the name of "Concession of the Iroquois of the Sault" bounded on one side by the line of the Prairie of La Magdalene and on the other by that of Chateauguay.

And also after having examined attentively the terms of the said concession and compared it with several others, we do not see that the R. R. Jesuit Fathers have obtained any Seigniorial rights on the said land; we are on the contrary

unanimously convinced by the wise cautions taken in the said deed that his late Most Christian Majesty never supposed that the R. R. Jesuit Fathers should be temporal Lords of the Indians, whom the needs of the times obliged to meet near Montreal.

Therefore we deprive and nonsuit the R. R. Jesuit Fathers of all temporal rights which they might have assumed on the said lands either by the condescension of the Governors or the Intendants, the only title by which they have got the decrees of Union to the Estate which they obtained at different times, or by right of possession or other reasons which they might allege, and we order that the said Indians of the Sault be put in possession of and do enjoy peaceably for themselves their heirs and other Indians who would like to join them, the whole land and revenue which the said concession can produce.

And being of opinion that nothing contributes more efficaciously to civilize and enlighten the Indian Nations than by scrupulously keeping the pledges which are made with them, and by preventing all cause of disagreement between them, and the inhabitants settled in their neighbourhood.

We order that the boundaries of the concession of the Iroquois of the Sault be drawn as soon as possible by a sworn Surveyor, and that the limits of said concession be marked with stone fastened into the earth and stamped with His British Majesty's Arms, and that the figurative plan thereof be delivered at our record office.

We order besides that the Church, the parsonage called the Seigniorial House with all the other buildings put up by the said R. R. Jesuit Fathers on the said concession or which have been bequeathed to them, be considered as belonging and do belong directly to the Indians, we considering them in regard to that as though they constituted a parish; the said Indians shall thereby find themselves obliged to maintain the said buildings, which shall nevertheless remain for the use of the Missionaries who will live with them. And with regard to the expenses which the R. R. Jesuit Fathers have borne for that purpose we shall consider them sufficiently compensated :

1. By the revenue which they have received up to the present time from the inhabitants whom they have settled on the said concession.

2. By the value of the lands which the Indians have given up at La Prairie de la Magdalene, and which the R. R. Jesuit Fathers may have granted to inhabitants as soon as Indians have been removed to the Sault.

And as we are obliged to see that the Iroquois and Indians of the Sault do possess peaceably and in full the favours granted to them by His Most Christian Majesty, we order all the inhabitants who hold private concessions on the land of the concession of the Iroquois of the Sault to bring the originals of their concessions to Mr. Panet, notary of this town, before the first of July of the present year in order that it may be as hereinbelow prescribed :

1. All concessions granted by the R. R. Jesuit Fathers until this day, and on which the inhabitants have not held *feu et lieu* shall be cancelled and worthless.

2. All concessions granted since the 8th September 1760, in whatever condition the conceded land may be to-day, shall be cancelled, and the inhabitants obliged to give them up before the 1st of November 1762. We do hereby condemn the R. R. Jesuit Fathers to reimburse the said inhabitants for the rents and other Seigniorial rights which they might have from the said concessions.

3. In consideration for time, expenses and work, which the inhabitants settled on the said concession before the 8th September 1760 may have done, and desiring that they and their families should not suffer from the mistake which was made in that behalf, we order that they do continue to be in peaceable possession of the land which they occupy to-day under the concession which they obtained from the R. R. Jesuit Fathers, without however being able to enlarge it by purchase from the Indians or in other ways, ordering them to come and provide themselves with other Deeds of Concession at our record office on the fifteenth of July next.

And in order that the Indians may enjoy their rents the Governor shall be bound

to appoint and establish a person to be the receiver of the rents and other Seigniorial rights which may proceed from the foregoing concessions, and we bind the said receiver to render an account of it to the said Indians on the 2nd of February in each year, Candlemas Day, in presence of the said Governor or of those persons authorized by him to that effect. The income of said rents shall be used for the keeping of the Church and other buildings of the Sault, and the remainder placed in the hands of the Indians so that they may do with it what they think fit.

And as the concession of the Iroquois of the Sault in general is revertible to His Majesty when they shall give it up, and the rights of jurisdiction over others than the Indians who have settled there by abuse can belong only to him, We invest the said Receiver with the necessary orders and powers to maintain there His Majesty's rights in regard to that, as well as the regulations which we shall think necessary respecting the Cure and Parish of St. Peter. We order from this moment that those said inhabitants continue to have their grain ground at the Mill of the R. R. Jesuit Fathers erected on the land of Laprairie till we are pleased to order otherwise.

We order, &c.

Done and given at the Castle of Montreal on the twenty-second of March, one thousand seven hundred and sixty-two.

(Signed) C. MATURIN, *Secretary*.
PANET.

We the undersigned do certify that the foregoing is a true copy of an Ordinance rendered on the twenty-second of May one thousand seven hundred and sixty-two, by Thomas Gage and his Council; extracted from the Register of Audiences for the years 1761 and 1762, which register is deposited among the Records of the Superior Court at Montreal.

Montreal this twenty-ninth of October one thousand eight hundred and eighty-five.

(Signed) HONEY & GENDRON, *P.S.C.*

“I.”

COPY ORDINANCE.

(UNDER ROYAL INSTRUCTIONS GOVERNOR MURRAY, 20TH SEPTEMBER, 1764.)

AN ORDINANCE for ratifying and confirming the Decrees of the several Courts of Justice, established in the Districts of Quebec, Montreal and Trois-Rivières, prior to the establishment of Civil Government throughout this Province, upon the tenth day of August, one thousand seven hundred and sixty-four.

WHEREAS upon the conquest of this Country, His Majesty's Commander in Chief of the Forces in America, did order and direct Justice to be administered to the inhabitants thereof, by Courts established for that purpose in the several Governments into which the Province was at that time divided, of which His Majesty, through one of His Secretaries of State, was pleased to signify His Royal Approval, and to command the same to subsist and continue, until Civil Government could with propriety be settled therein, AND

In order to satisfy any doubts which might arise, with regard to the decisions of the said Courts, and as far as may be to prevent all vexatious lawsuits which might at present or hereafter arise therefrom, His Excellency, the Governor, by and with the advice, consent and assistance of His Majesty's Council, and by virtue of the power and authority to him given by His Majesty's Letters Patent under the Great Seal of Great Britain, Hath thought fit to ordain and declare; and his said Excellency, by and with the advice, consent and assistance aforesaid, doth hereby ordain and declare, That from the eighth day of September in the year one thousand seven hundred and sixty, the date of the capitulation of Montreal, until the tenth day of August last, from which time Civil Government took place throughout this Province, all orders, Judgments or Decrees of the Military Council of Quebec, and

of all other Courts of Justice in said Government, or in those of Montreal and Trois-Rivières, do stand approved, ratified and confirmed, and shall have their full Force and effect, except in such cases where the value in dispute exceeded the sum of three hundred pounds sterling, when either party may appeal to His Majesty's Governor and Council of the Province, provided such appeal be lodged with the Clerk or Deputy Clerk of His Majesty's Council of Quebec, within two months after the publication hereof, and sufficient security is given by the Appellant to pay all such costs and charges as shall be awarded thereon, if the Decree is affirmed; and from the Governor and Council an appeal lies to the King and Council, where the value in dispute amounted to the sum of five hundred pounds sterling or upwards, the Appellant giving sufficient security as aforesaid, if the decree is affirmed.

And it is hereby further ordained and declared, that if before the publication of the present Ordinance and since the establishment of Civil Government throughout the Province, any person has been arrested, or process issued upon any Matter already tried before any of the Courts aforesaid, in the several Governments of Quebec, Montreal and Trois-Rivières, before the tenth day of August last, the person so arrested, or against whom such Process has been issued, shall lay their case in writing, by way of Petition before His Excellency and the Council, together with an attested copy or copies of such Decree or Decrees, that examination being had of the same, if properly founded, the action may be immediately dismissed; the parties nevertheless preserving their right of appealing as aforesaid, where the value of the matter so tried, shall appear to have exceeded the said sums of three hundred pounds sterling, and five hundred pounds sterling.

And it is hereby further ordained and declared by the authority aforesaid, that the Judges, Justices of the Peace, and other Magistrates or Civil Officers of this Province whom it doth or may concern, upon application of the several parties, shall put in execution all such orders, Judgments or Decrees of the said Courts, the same being properly attested, as have not been already executed, saving to the several parties concerned, their right of Appeal as aforesaid, where the matter in dispute exceeded the above limited sums of three hundred pounds sterling, and five hundred pounds sterling.

GIVEN by His Excellency the Honorable JAMES MURRAY, Esq., Captain General and Governor in Chief of the Province of Quebec, and Territories thereon depending in America, Vice-Admiral of the same, Governor of the Town of Quebec, Colonel Commandant of the Second Battalion of the Royal American Regiment, etc., etc. In Council, at Quebec, the 20th day of September, *Anno Domini*, 1764, and in the fourth year of the Reign of our Sovereign Lord George the III., by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, etc., etc.

(Signed) JAMES MURRAY.

By order of His Excellency in Council.

(Signed) J. GRAY, *D. Secretary.*

"J."

COPY ORDINANCE.

(UNDER ROYAL INSTRUCTIONS GOVERNOR MURRAY, 12TH NOVEMBER, 1764.)

An Ordinance for amending and explaining an Ordinance of His Excellency the Governor and Council of this Province made the twentieth day of September last, intituled: An Ordinance for ratifying and confirming the Decrees of the several Courts of Justice, established in the Districts of Quebec, Montreal and Trois-Rivières, prior to the establishment of Civil Government, throughout this Province, upon the tenth day of August, one thousand seven hundred and sixty-four; and for enlarging the time for lodging appeals from the Decrees of such Court therein mentioned.

Whereas, doubts may arise respecting the manner by which Appeals by the said Ordinance is directed to be brought before His Excellency the Governor and Council

of this Province, or to the King in Council, may be prosecuted according to the true intent and meaning of the said Ordinance, and also as to what sum, and to whom the security therein mentioned, for prosecuting such Appeals, ought to be given ; for explaining whereof.

His Excellency the Governor, by and with the advice, consent and assistance of His Majesty's Council of this Province, doth hereby ordain and declare, that if any person or persons shall think himself or themselves aggrieved by any order, judgment or decree of the Military Council of Quebec, or of any other Courts of Justice in the said Government, or of those of Montreal or Trois-Rivières, prior to the establishment of Civil Government throughout this Province in August last, where the value in dispute exceeded the sum of three hundred pounds sterling; every such person or persons may by Petition, Appeal to His Excellency the Governor and Council, and to no other Court of Judicature of this Province whatsoever ; provided that security be first given by the Appellant to answer such charges as shall be awarded in case the first sentence be affirmed. Provided also, that such appeal be lodged with the Clerk, or Deputy Clerk of the Council, within the space of three months from the publishing hereof. And provided always that if the matter in dispute amounted to the sum of five hundred pounds sterling or upwards, every Appellant or person petitioning as aforesaid (in case any such order, judgment or Decree of the said Military Courts shall thereupon be affirmed, and within fourteen days thereafter) may in like manner appeal to His Majesty in Council upon giving good and sufficient security effectually to prosecute the same, and answer the condemnation, as also to pay such costs and damages as shall be awarded in case the sentence of the Governor, or Commander in Chief for the time being, and Council be affirmed.

Given by His Excellency the Honorable James Murray, Esq., Captain General and Governor in Chief of the Province of Quebec, and Territories thereon depending in America, Vice-Admiral of the same, Governor of the Town of Quebec, Colonel-Commandant of the Second Battalion of the Royal American Regiment, etc., etc. In Council at Quebec the 12th day of November, *Anno Domini*, 1764, and in the fifth year of the reign of our Sovereign Lord George the III., by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, etc., etc.

(Signed) JAMES MURRAY.

By order of His Excellency in Council

(Signed) H. KNELLER, *D.C.C*

“K.”

COPIE DE DECLARATION DE FOI ET HOMMAGE FAIT PAR LE REVEREND PERE JEAN JOSEPH CASOT, CONTENANT UN EXPOSE DES TERRES POSSEDEES PAR LES JESUITES, EN DATE DU 19 MAI, 1788.

DISTRICTS DE QUÉBEC ET DE MONTRÉAL—LES RÉVÉREND PÈRES JÉSUITES, DU 12 DÉCEMBRE 1781.

EN PROCÉDANT À LA CONFECTION du Papier Terrier du Domain du Roy, en la Province de Québec:—Est comparu au chateau Saint-Louis en la ville de Québec, & pardevant Nous Frederick Haldimand, Capitaine-Général & Gouverneur en Chef de la Province de Québec, et Territoires en dependans en Amerique, Vice-Admiral & Garde du Grand Sceau d'icelle, Général et Commandant en chef des Troupes de Sa Majesté, en la dite province et Frontières, &c., &c., le Réverend Père Jean Joseph Casot, Prêtre Religieux de la Compagnie de Jésus, Procureur des Missions de la dite Compagnie établie en cette Province & de leur College, tant dans cette ville de Québec, que dans celle de Montréal qui au dit nom, nous a avoué et déclaré que les Révérends Pères Jésuites tiennent en plein Fief de Sa Majesté, les Fiefs et Seigneuries cy-après déclarés tant suivant les Lettres Patentés d'Amortissement accordées par Sa Majesté très chrétienne aux dits Révérends Pères de la dite Compagnie, le douze

mai mil six cent soixante dix-huit, sans, en vertu d'icelles, qu'ils puissent jamais être contrains de mettre les dits Fiefs & Seigneuries, hors de leurs mains, ni qu'ils soient tenus pour iceux de payer à Sa Majesté aucuns devoirs et droits, donner homme vivant & mouvant, faire foi et hommage, de payer d'indemnité ou droit du Franc Fief & Nouveau Aequilt, que suivant les autres titres en vertu desquels ils possèdent qui seront cy-après sur chacun des dits Fiefs & Seigneuries énoncés dans le présent aveu et dénombrement, savoir, PRIMO : le Fief et Seigneurie de Notre-Dame des Anges vulgairement appelé Charles-bourg, contenant une étendue de terre de quatre lieues proche cette ville de Québec, tirant vers les Montagnes de l'Ouest, partie sur la petite Rivière St-Charles et partie sur le fleuve St-Laurent, qui leur a été concédé par titre du dix mars mil six cent vingt-six, de Monsieur le Duc de Vantadour, ci devant Vice Roy en la Nouvelle-France, confirmé par la Compagnie du Quinze Janvier Mil six cent vingt-sept, qui compose le dit Fief et Seigneurie de Notre-Dame des Anges, qui est d'une lieue de front sur le dit espace de quatre lieues de profondeur, joignant du côté du Nord-Est au Fief et Seigneurie de Beauport, et au Sud-Ouest le Fief et Seigneurie Dorsainville, Borné pardevant partie à la petite rivière St-Charles et partie au fleuve, et par derrière au bout de la dite profondeur aux Terres non concédées : sur lequel dit Fief et Seigneurie, il y a une église dédiée à St-Charles et un Presbitère construits sur un terrain d'environ quatre arpents en superficie à l'usage du curé, et quatres Différents Domaines que se sont réservés les Dits Seigneurs savoir : un de sept arpents sur quarante de profondeur, dont cinquante-quatre arpents de terre en culture, vingt en prairies et le reste en bois debout. Un idem, ou maitairie de deux arpents de front sur trente de profondeur, dont quinze arpents en culture, cinq en prairie et le reste en bois debout ; la dite maitairie appelée le Passage, ou les dits Révérends Pères font entretenir un Bag, un idem de vingt arpents de terre en superficie tous en prairies, un autre Domaine de sept arpents deux perches de front sur cinquante de profondeur, dont cent arpents en culture, soixante en prairies et le reste en bois debout. Que dans ce Fief & Seigneurie est un arrière-fief, appelle Fief Begon, appartenant aujourd'hui à Charles Stewart, Ecuyer, de la consistance de quatre arpents quelques perches de front sur le fleuve, jusques à vingt-quatre arpents de profondeur, au bout desquels le dit arrière-fief est de sept arpents de front sur toute la profondeur du dit Fief et Seigneurie, chargé envers les dits Révérends Pères Seigneurs Féodaux de la Foy est Hommage avec une année de Rachât à chaque mutation de possesseur, & le relief en cas de vente, sur lequel arrière-fief sont deux Domaines, le premier sur le bord du fleuve de la largeur du dit arrière-fief sur la dite profondeur de vingt-quatre arpents, sur laquelle il y a une maison à deux étages en pierre, une grange et une étable, vingt arpents de terre en culture, et quatre-vingts en prairies ; le second de dix arpents de large, y compris une terre en Roture, sur la profondeur du dit Fief et Seigneurie, sur lequel sont les mêmes Batiments que sur le premier, un verger d'environ trois arpents en superficie complante d'arbres fruitiers, douze arpents en culture et quatre en prairies le reste en bois debout. Les Habitants censitaires rélevans du dit arrière-fief, seront dénommés cy-après à leur rang, à observer que l'Ile aux Ruaux située dans le fleuve St. Laurent qui a été concédée aux dits Révérends Pères en Fief et Seigneurie comprise dans les Lettres Patentes de Sa Majesté très chrétienne du vingt mars mil six cent soixante-huit, dépend du dit Fief et Seigneurie de Notre-Dame des Anges & relève du Manoir Seignorial qu'ils ont concédé à Feu Monsieur Maître Guillemain, cy-devant Conseiller au Conseil Supérieur de la Nouvelle-France moyennant quinze livres de rentes & deux deniers de cent : que cette Ile a changé de main & dont ils ne connoissent point l'actuel detempteur, n'en étant point payé et n'ayant reçu depuis la Conquête aucuns droits de Lods & Ventes des différentes mutations.—SECUNDO. Le Fief et Seigneurie de St-Gabriel, communément connu sous les noms d'ancienne et Jeune Lorette, contenant une lieue et demie de front sur dix de profondeur donné aux dits Révérends Pères par Robert Giffart, Ecuyer, Seigneur de Beauport et Dame Marie Renouard, son épouse, par acte de Donation entre vifs passé devant Paul Vachon. Notaire à Québec, le deux novembre mil six cent soixante-sept et daté par erreur du

onze du dit mois dans les lettres d'Amortissement, Que l'intelligence de la dite lieu et demie de front, telle qu'elle est-ci-dessus désignée conformément aux dites Lettres d'Amortissement, il faut observer que le dit Giffart obtint de la Compagnie de la Nouvelle-France, un premier titre de concession en date du seize Avril Mil six cent quarante-sept de deux lieues de terre en la Nouvelle-France, à prendre en mêmes en-droits de sa première concession, en rangeant icelle ou de proche en proche autant qu'il se pourrait faire sur dix lieues de profondeur, dans les terres vers le Nord-Ouest, pour en jouir par lui en toute propriété, Justice et Seigneurie et tenir les choses sus-dites à Foi & Hommage, que lui, ses successeurs, ou ayans cause seront tenus de porter au Fort St. Louis à Québec, conformément à la Coutume de la Prevôté & Vicomté de Paris, et à la charge que les appellations des Juges qu'il pourroit y établir, ressortiront nuement au Parlément ou Cour Souveraine qui sera cy-après érigée au nom de la dite Compagnie à Québec, ou ailleurs, mais qu'attendu que le dit Giffart n'a pu jouir du contenu en la dite première concession parcequ'il se trouvait borné d'un côté aux terres concédées aux dits Révérends Pères et d'autre côté à celles concédées à la Compagnie de Beaupré, il pria la dite Compagnie afin que la dite première concession ne lui fut inutile, de la transmettre et accorder en autre endroit encore non concédé soit au Nord, soit au Sud, en consequence de quoi il en obtint un second titre de concession en date du Quinze Mai au dit An Mil six cent quarante sept de la même quantité de terre exprimée par la dite première concession à prendre en proche et en lieux non concédés, soit au Nord, soit au Sud, ainsi qu'elle seroit désignée par Monsieur de Montmagny, lors Gouverneur en la Nouvelle-France, et que par le dite donation entre vifs du dit Giffart et son épouse, étant ensuite du premier titre de concession, ils n'ont donné aux dits Révérends Pères que la dite lieue et demie cy-dessus dans les dits deux lieues de front, le dit Giffart et son épouse ayant réservé la demie lieue de surplus comme l'ayant donnée et concédée aux Dames Religieuses de l'Hôtel Dieu de Québec, laquelle lieue et demie de terre de front sur dix lieues de profondeur, compose aujourd'hui le dit Fief et Seigneurie de St-Gabriel, situé dans les terres à une lieue et demie du Fleuve, qui est le bout de la profondeur du Fief et Seigneurie de Sillery appartenant aux dits Révérends Pères, tenant le dit Fief et Seigneurie St-Gabriel, du côté du Nord-Est aux Dames Religieuses de l'Hôtel Dieu, à cause de la dite demie lieue à elles donné par le dit Giffart & son épouse, qui relève quant à la justice du dit Fief St. Gabriel comme en ayant été démembré par le dit Giffart, & du côté du Sud-Ouest au Fief et Seigneurie de Champigny, appartenant aux héritiers Prevost, représenté par le Sieur Duchesnay, sur lequel Fief et Seigneurie, les dits Révérends Pères ont un domaine de quatre ou cinq arpents environ en superficie et deux eglises dédiées à Notre-Dame de Lorette, ainsi que deux Presbitères, construits sur des Terrains chacun de trois Arpents en superficie à l'usage des curés ; TERTIO, le Fief et Seigneurie de Belair, autrement la montagne à Bonhomme, contenant une lieue de front sur deux lieues ou environ de profondeur, situé au bout de la profondeur du dit Fief et Seigneurie Demaure ou St-Augustin tirant vers la rivière Jacques-Cartier, borné au Sud-Ouest au Fief et Seigneurie de Neuville ou Pointe-aux-Trembles, & d'autre côté au Nord-Est, au Fief et Seigneurie de Godardville d'un bout au Sud-Est par le devant à la dite Seigneurie de Demaure ou St. Augustin et d'autre bout au Nord-Ouest à la Rivière Jacques-Cartier, qui leur appartient à cause des différentes acquisitions qu'ils en ont fait des héritiers et représentants feu Guillaume Bonhomme, à qui le dit Fief et Seigneurie appartenait pour lui avoir été concédé par Messieurs de la Barre et Demeule, Gouverneur Général et Intendant de la Nouvelle-France, le vingt-quatre novembre Mil six cent quatre-vingt-deux, pour par lui ses hoirs ou ayants cause en jouir à l'avenir à titre de Fief et Seigneurie, haute, moyenne et basse justice, avec droit de Chasse et de pêche dans l'étendue des dits lieux, à la charge de la Foi et Hommage à rendre y porter au Château St-Louis à Québec, duquel il relèvera aux droits y redevances accoutumés suivant la coutume ; que les Appellations du Juge qui y sera établi, ressortiront à la Prevoste de Québec : de tenir et faire tenir feu et lieu par les tenanciers : de conserver et faire conserver les Bois de Chêne qui se trouveront propres à la construction des

vaisseaux: de donner avis au Roy ou à ses Gouverneurs des Mines, Minières ou Minéraux, si aucuns se trouvent dans l'étendue des dites lieux, et de laisser et faire laisser, tous chemins et passages nécessaires, lequel titre de concession a été confirmé, par arrêté du Conseil d'Etat du Roy, le Quinze Avril Mil six cent quatre-vingt-quatre, duquel Fief et Seigneurie le Révérend Père Claude Dupuy, Procureur des Missions et Collège de la dite Compagnie a rendu et porté Foi et Hommage à Sa Majesté très chrétienne, entre les mains de Monsieur Hocquart, cy-devant Intendant en la Nouvelle-France, le huit Avril Mil sept cent trente-trois, sur lequel Fief et Seigneurie il y a un domaine établi contenant neuf arpents de front sur la profondeur du dit Fief et Seigneurie, dont cinquante arpents en culture, vingt en prairies et le reste en bois debout. QUARTO, le Fief et Seigneurie de Sillery situé sur le bord du Fleuve St. Laurent, contenant une lieue de front sur une lieue & demie ou environ de profondeur, jusqu'au Fief et Seigneurie St. Gabriel qui le termine par derrière, tenant du Côté du Nord-Est à la pointe de Puisseaux et la ligne qui sépare le dit Fief et Seigneurie d'avec celui de St-Michel, appartenant à Messieurs les Ecclésiastiques du Séminaire de Québec et du Côté du Sud-Ouest au Fief et Seigneurie de Godardville avec droit & moyenne & basse justice & de pêche, à eux appartenant par titre de Concession qui leur en a été accordé par Messieurs de Callières et Bochart de Champigny cy-devant Gouverneur Général & Intendant en la Nouvelle-France, le vingt trois octobre Mil six cent quatre-vingt dix neuf, au bas duquel titre est l'approbation de Sa Majesté très chrétienne de la dite Concession en date du six May Mil sept cent deux, sur lequel Fief et Seigneurie sont deux arrières-fiefs relevant de lui savoir, celui de Monceaux appartenant au Sieur Charles Auguste Rhéaume contenant sept arpents de front sur environ quarante-cinq ou cinquante de profondeur, chargé envers le Seigneuriale Manoir du dit Fief de la Foi et Hommage aux droits et redevances prescrits par la Coutume: Et celui nommé St. Ursule, appartenant aux Dames Religieuses Ursulines de Québec, contenant deux cents cinquante trois arpents en superficie, sans aucune charge que la continuation de leur bonne volonté et charité envers les enfants des Sauvages, et de donner un simple aveu & dénombrement des dites terres, aux Révérends Pères de vingt ans en vingt ans, un domaine contenant cent arpents en superficie à l'usage du Curé. QUINTO, le Fief et Seigneurie de Batiscan d'environ deux lieues de front sur le fleuve St. Laurent sur vingt lieues de profondeur, joignant d'un côté au Nord-Est au Fief et Seigneurie Ste. Marie, et du côté du Sud-Ouest au Fief et Seigneurie de Champlain pardevant le fleuve St. Laurent et par derrière les terres non concédées, aux dits Révérends Pères appartenant comme leur ayant été donné par Monsieur Jacques de Laferte, conseiller aumônier ordinaire du Roy, abbé de Ste. Magdeleine. L'un des Messieurs de la Compagnie de la Nouvelle-France, par acte de Donation entre vifs passé devant Cousinet & Bergeron, Notaires au châtelet de Paris le treize Mars Mil six cent trent-neuf, sur lequel Fief et Seigneurie il y a un Moulin nouvellement construit, et qui n'est point encore achevé, et une Eglise et un Presbîtere sur un terrain de deux arpents en superficie à l'usage du Curé, un arrière fief contenant un quart de lieue de front au-dessus de la Rivière Champlain, sur une lieu de profondeur possédé par les héritiers La Touche de Champlain, chargé envers les dits Révérends Pères de la Foi et Hommage suivant la Coutume, dont les habitants censitaires qu'en dépendent seront déclarés à leur rang dans le présent aveu et dénombrement. SEXTO, le Fief et Seigneurie du Cap de la Magdeleine, contenant deux lieues de front le long du fleuve St. Laurent, depuis le Cap nommé les trois rivières, en descendant le dit fleuve, jusqu'à l'endroit où les dites deux lieues peuvent s'étendre sur vingt lieues de profondeur, les dites deux lieues situées du Côté du Nord du dit Fleuve, et en icelles comprises les Bords des Rivières & Prairies qui sont sur le dit Fleuve, & sur les dites trois Rivières aux dits Révérends Pères appartenant, comme leur ayant été donné par le même Sieur Jacques de Laferte, abbé de la Magdeleine, par contrat de donation entre vifs passé devant Trefflé et Duchesne, Notaires au Châtelet de Paris, le vingt Mars Mil six cent cinquante-un, sur lequel Fief et Seigneurie il y a une église et Presbîtere sur un terrain de trois arpents en superficie à l'usage du Curé: deux arrières-fiefs en outre des dites deux

lieues de front sur vingt lieues de profondeur, le premier d'une demie lieue de front sur deux lieues de profondeur concédé à feu Jacques Hertel, Sieur de la Frenaye, appartenant à un nommé Chartier, chargé envers les dits Révérends Pères de la Foi et Hommage suivant la coutume, le deuxième d'une demie lieue de front sur la même profondeur de deux lieues concédées à feu Nicolas Marsolet, Sieur de St. Agnan, chargé également envers les dits Révérends Pères de la Foi et Hommage suivant la Coutume, la dite étendue de deux lieues de front sur vingt lieues de profondeur, composant avec les deux arrières-fiefs de demie lieue chacun de front sur deux lieues de profondeur, le dit Fief et Seigneurie du Cap de la Magdeleine, situé au nord du fleuve St. Laurent, joignant en total au Nord-Est au Fief et Seigneurie de Champlain et au bout de la profondeur du dit Fief de Champlain aux terres non concédées et au Sud-Ouest au Cap et terres de Trois-Rivières: sur lequel Fief et Seigneurie est un troisième arrière fief d'un quart de lieue de front sur une demie lieue de profondeur Borné au Nord-Est à l'arrière-fief Marsolet & au Sud-Ouest au premier censitaire du dit Fief et Seigneurie possédé par les héritiers de Joseph Rivard, à la charge de la Foi et Hommage envers les dits Révérends Pères et de payer un marc d'argent à chaque mutation de possesseur, les habitants censitaires des dits trois arrières fiefs seront déclarés à leur rang dans le dit aveu et dénombrement: les dits six Fiefs et Seigneuries sis & situés dans le District de Québec. SEPTIMO, le Fief et Seigneurie aux dits Révérends Pères appartenant sis vers les Trois-Rivières de vingt trois arpents de front sur le fleuve St. Laurent, sur vingt-cinq arpents de profondeur, borné du côté du Nord-Est à la Commune de Trois-Rivières, et au Sud-Ouest à la censive du Roy & de quatre-vingt-seize arpents en superficie, étant au bout de la profondeur des vingt-cinq arpents qui contient la dite commune, Borné du côté du Nord-Est à Monsieur le Chevalier de Niverville, et du côté du Sud-Ouest au Marquisat Dusable, par le devant au Sud-Est à la profondeur de la dite commune et par derrière au Nord-Ouest à la censive du Roy aux dits Révérends Pères appartenant, comme compris dans les Lettres d'Amortissement de Sa Majesté très chrétienne du douze May Mil six cent soixante-dix-huit. OCTAVO, le Fief et Seigneurie de l'Île St. Christophe étant au milieu de la Rivière des Trois-Rivières, contenant quatre-vingt arpents ou environ éloigné d'une demie lieue tant du Cap des Trois-Rivières que du Cap de la Magdeleine, ayant du côté du Sud l'Île Sauvaget & Claude David du côté du Nord de l'Île du Sieur Boucher, & du côté de l'Est l'Île de la Poterie, à eux appartenant pour leur avoir été concédé par Mr. de Lauzon, cy devant Gouverneur-Général en la Nouvelle-France, le vingt Octobre mil six cent cinquante-quatre pour en jouir par eux en franche aumône à perpétuité sans aucune charge. NONO, le Fief et Seigneurie vulgairement nommé de Pachirigny situé en la ville des Trois-Rivières consistant d'une part en quatre perches de terre de front sur huit perches de profondeur concédé par Monsr. Montmagny, ci-devant Gouverneur-Général de la Nouvelle France à feu Pachirigny Capitaine Sauvage dans le dit lieu des Trois Rivières, & d'autre part en vingt toises en quarré d'augmentation concédées au même Pachirigny par Mon. Daillebout aussi ci-devant Gouverneur en la Nouvelle France, les dites deux portions de terre contigues et tenante en leur totalité du côté du Nord-Est à la rue St. Louis, du côté du Sud Ouest à la rue St. Antoine, par le devant au Sud Est à la rue qui sépare le dit fief d'avec les fortifications de la dite ville, et par le derrière au Nord Ouest à la rue Notre Dame, à titre de fief et Seigneurie haute, moyenne et basse justice, appartenant aux dits Révérends Pères, comme leur ayant été concédé après la mort du dit Pachirigny, par Messieurs de Callières et Bochart de Champigny Gouverneur Général et Intendant, le vingt trois Octobre Mil six cent quatre vingt dix neuf avec le fief et Seigneurie de Sillery cy-dessus expliqué, approuvé par Sa Majesté très chrétienne le six may mil sept cent deux, sur lequel fief et Seigneurie les dits Révérends Pères n'ont aucun domaine, mais où il y a une place de quatre vingt six pieds et demie de front sur la dite rue Notre Dame sur cent deux pieds de profondeur en revenant vers le Sud Est, laquelle place est restée jusqu'à présent en cette état, attendu que le corps de garde occupait anciennement une grande maison située sur la dite place, & dont les dits Révérends Pères n'ont point disposé, malgré

la translation qui a été faite dans le temps du Gouvernement Français du dit ancien corps de garde près le Gouvernement où il a été construit aux frais de Sa Majesté très chrétienne un bâtiment à cet effet. DECIMO, le Fief et Seigneurie vulgairement appelé la prairie de la Magdeleine, contenant deux lieues de front sur quatre lieues de profondeur, situé le long de fleuve St-Laurent du côté du Sud, à commencer depuis l'Île Ste Hélène jusqu'à un quart de lieue au delà d'une prairie dite de la Magdeleine, vis-à-vis les îles qui sont proches du Sault de l'Île de Montréal, ensemble, les bois, Prairies, Lacs, Rivières, Etangs & Carrières qui se trouveront dans la dite étendue, avec droit de pêche dans le Fleuve St. Laurent & des îles Boquet & Foquet, Île de Jones, Batures & Carrières qui sont au-devant des dites deux lieues de front avec tous droits de Seigneurie, haute, moyenne et basse justice, dont le front du dit fief & Seigneurie joint au Nord, est le Barronnie de Longueuil & du Sud Ouest le fief et Seigneurie du Sault St. Louis, sur lequel fief et Seigneurie il n'y a point de domaine réservé : mais deux Eglises et deux Presbytères, l'une au village des Prairies et l'autre à la côte St-Phillipes, construits sur des terrains à l'usage des Curés, lies dits quatre fiefs et Seigneuries seïs et situés dans le district de Montréal. Que sur les dits fiefs & Seigneuries de Notre Dame des Anges, de St. Gabriel, de Belair, de Sillery, de Batiscau, du Cap de la Magdeleine, du fief vers les Trois Rivières, de l'Île St. Christophe, de Pachirigny, sont les établissements & habitants censitaires, ainsi qu'il suit dans l'aveu et dénombrement cy-après et des autres parts.

Ici se trouve le dénombrement des établissements et habitants censitaires dans & chaque Seigneurie. (48 pages.)

Lequel aveu et dénombrement contenant quarante-huit pages.

Le dit comparant au dit nom, nous a dit contenir la vérité & a signé avec nous, ainsi signé sur le registre, Fred : Haldimand & Casot : Lequel aveu & dénombrement, nous recevons sous le Bon Plaisir de Sa Majesté, et sans prejudicier en aucune façon à l'article de l'Acte de Québec, concernant les maisons Religieuses. En témoin de quoy nous lui avons fait expédier et délivrer ces présentes, que nous avons signé, à icelles fait apposer le cachet de nos armes et contresigner par le Greffier du Papier Terrier.

Signé: Fred. Haldimand, plus bas par Son Excellence P. F. Cugent, avec Paraphe.

Collationnée & vidime mot à mot par les Notaires Publics en la Province de Québec, soussignes, en présence de Gabriel Elzéar Taschereau, Thomas Scott, Ecuyers, deux des Commissaires établis pour l'Enquête des biens immeubles des Jésuites en cette Province à l'expédition en papier, exhibée aux dits Commissaires par le Révérend Père Jean Joseph Casot, Prêtre Religieux & Procureur des Jésuites en la chambre de la Procure du Collège de Québec & à l'instant à eux remis.

Québec le dix-neuf May Mil sept cent quatre vingt huit.

(Signé)

J. PINGUET, *Nre. Public.*

CHS. VOYER, “

THOS. SCOTT, *C. E.*

G. TASCHEREAU, *C. E.*

Certifiée pour vrai copie de l'Aveu et Dénombrement fait par le Révérend Père Casot, en 1781.

Département des Terres de la Couronne,

Québec 11 mars 1890.

(Signé)

E. E. TACHE,
Assistant Commissaire.

“L.”

TRANSLATION OF DECLARATION MADE BY REV. FATHER CAZOT
BEFORE GOVERNOR HALDIMAND, QUEBEC, 19th MAY, 1788.
DISTRICTS OF QUEBEC AND MONTREAL.—THE REVEREND JESUIT FATHERS,
12TH DECEMBER, 1781.

In proceeding to the preparation of the “Papier Terrier” of the Kings Domain in the Province of Quebec.

APPEARED at the Chateau St. Louis in the City of Quebec and before us Frederic Haldimand, Captain General and Governor in Chief of the Province of Quebec, and territories thereon dependant in America, Vice Admiral and Custodian of the Great Seal of the same, General and Commander in Chief of His Majesty's troops in the said Province and Frontiers, etc., etc., the Reverend Father Jean Joseph Cazot, Priest of the Society of Jesus, Administrator of the Missions of the said Society established in this Province and of their College as well in the City of Quebec as in that of Montreal, who in his said capacity has acknowledged and declared that the Reverend Jesuit Fathers hold in full fief from His Majesty the fiefs and Seigniories hereinafter enumerated as in and by His Letters Patent of Amortissement granted by His Most Christian Majesty to the said Reverend Fathers of the said Society on the twelfth day of May sixteen hundred and seventy-eight, without, in virtue of these presents, it being possible for them to be compelled to part with the said fief and Seigniories, without their being obliged to pay to His Majesty any rights or dues whatever, to make grants, to render faith and homage, to pay the indemnity or right of Franc Fief and Nouveau Acquit, except in accordance with the other titles, by right of which they possess which as regards each of the Fiefs and Seigniories in particular shall be hereinafter set forth in the present *Aveu et dénombrement*, namely :—

FIRST. The Fief and Seignior of Notre Dame des Anges commonly called Charles-Bourg, containing in extent of land four leagues near the City of Quebec stretching towards the Mountains on the west, situated in part on the small River St. Charles and in part on the River St. Lawrence, which was granted to them by title of the tenth day of March Sixteen hundred and twenty-six, by Mons. the Duke of Vantadour, heretofore Viceroy of New France, confirmed by the Company on the fifteenth day of January sixteen hundred and twenty-seven, and which composes the said Fief and Seignior of Notre Dame des Anges which is one league in width, by the said extent of four leagues in depth, bounded on the North East side by the Fief and Seignior of Beauport and on the South West side by the Fief and Seignior of Dorsainville, bounded in front in part by the little River St. Charles, part by the River St. Lawrence, and in the rear, at the end of said depth, by lands not yet granted, on which said Fief and Seignior there stands a Church dedicated to St. Charles and a Presbytery built on a piece of land of about four arpents in superficies for the use of the Cure, and four different Domains which the said Seigniors have reserved to themselves to wit, one of seven arpents by forty in depth, whereof fifty-four arpents are of arable land, twenty in pasturage, and the rest in wood. A like piece or Farm of two arpents in width by thirty in depth whereof fifteen arpents are of arable land, five suitable for pasturage, and the remainder in wood, the said Farm termed the passage, whereof the said Reverend Fathers hold a Lease, a like piece of land of twenty arpents in superficies, all in pasturage, another domain of seven arpents two perches in width by fifty in depth whereof one hundred arpents are of arable land, sixty pasturage and the remainder in wood.

That in the said Fief and Seignior is a dependant Fief called Fief Begon, belonging at the present time to Charles Stewart Esquire, containing four arpents and some perches in width on the River and twenty-four arpents in depth, in the rear of which the said dependant fief has a width of seven arpents by the total depth of the said Fief and Seignior, charged with faith and homage to the said Reverend Fathers as Feudal Lords, and subject to the payment of one year's dues on each change of owner, and to the "relief" in case of sale, in which dependant fief there are two domains, the first on the bank of the River to the extent of the width of the said dependant fief and having the said depth of twenty-four arpents, whereon there is a two story Stone House, a Barn and a Stable, twenty arpents of arable land and eighty of pasturage ; the second being of ten arpents in width, therein comprised a piece of land on Roture having the depth of the said Fief and Seignior whereon there are the same buildings as those above mentioned, an Orchard of about three arpents in superficies, planted with fruit trees, twelve arpents in arable land, four in pasturage,

and the rest in wood. The Censitaires holding land in the said dependant fief shall be hereinafter enumerated according to their place, and be it moreover observed that the Island called "Ile aux Ruauux" situated in the said River St. Lawrence, which was granted to the said Reverend Fathers in Fief and Seigniority comprised in the Letters Patent of His Most Christian Majesty of the twentieth March, Sixteen hundred and sixty-eight forms part of the said fief and Seigniority of Notre-Dame des Anges, and belongs to the Seigniorial Manor which they granted to Mons. Guillemin deceased, heretofore Councillor of the Superior Council of New France for the price of fifteen livres of rent and two sols, as cens, which said Island has changed hands and the actual holder of which is to them unknown, having neither received payments of lods et vents for the different changes since the conquest.

SECOND. The Fief and Seigniority of St. Gabriel commonly known under the names of Ancienne et jeune Lorette, containing one league and a half in width by ten in depth given to the said Reverend Fathers by Robert Giffart, Esq., Seignior of Beauport and Dame Marie Renouard, his wife, by act of gift *inter vivos* passed before Paul Vachon, Notary at Quebec, on the second of November, Sixteen hundred and sixty-seven, and by error dated the eleventh of the said month in the letters of Amortissement. In order to understand the said width of one league and a half in width and such as is hereinabove set forth conformably to the said letters of Amortissement it is necessary to remark that the said Giffard obtained from the Company of New France a first Deed of Grant dated the sixteenth of April, Sixteen hundred and forty-seven of two leagues of land in New France to take the same from the same locality as his first concession, adjoining the same, or as near as may be, by ten leagues in depth from the lands lying towards the North-West, to be enjoyed by him in full property justice and Seigniority and to hold the same subject to faith and homage, which he, his successors or legal representatives shall be obliged to render at Fort St. Louis at Quebec conformably to the customs of the Prevote & Viscomte de Paris, subject to the condition that the nomination of the Judges whom he may therein establish shall revert of right to the Parliament or the Sovereign Court which shall be hereafter created in the name of the said Company at Quebec or elsewhere, but inasmuch as the said Giffart has not been able to enjoy that which formed the object of the first concession, because his land was bounded by lands granted to the said Reverend Fathers, and on the other side by lands granted to the Company of Beaupre, he asked the said Company in order that the said first concession might not prove useless to him, to transfer and grant to him another in a locality not yet granted to the North or to the South, in consequence whereof he obtained a second Deed of Grant dated the fifteenth day of May, in the said year, Sixteen hundred and forty-seven of the same quantity of land set forth in the said first concession to be taken near there and from lands not yet granted either to the north or to the south in manner to be decided upon by Mr. De Montmagny, then Governor of New France, and that by the said gift *inter vivos* made by the said Giffart and his wife emanating from the said first Deed of Grant, they only gave to the said Reverend Fathers the said league and a half hereinabove mentioned of the said two leagues of frontage, the said Giffard and his wife having reserved the said half league over and above they having granted and conceded the same to the Dames Religieuses of the Hotel Dieu of Quebec, which said league and a half of land in width by ten leagues in depth forms at present the said Fief and Seigniority of St. Gabriel, situated in the said lands at a distance of one league and a half from the River which is the limit of the depth of the Fief and Seigniority of Sillery belonging to the said Reverend Fathers, said Fief and Seigniority of St. Gabriel extending on the north-east as far as les Dames Religieuses of the Hotel Dieu owing to the said league and a half granted to them by the said Giffart and his wife, which comes under the jurisdiction of the Fief St. Gabriel, it having been detached therefrom by the said Giffard, and on the South-West side to the Fief and Seigniority of Champigny, belonging to the heirs Peuvret, represented by Sieur Duchesnay, on which said Fief and Seigniority the said Reverend Fathers

have a domain of four or five arpents or thereabouts in superficies and two Churches dedicated to Our Lady of Lorette, as well as two. Presbyteries constructed on the lands, each of three arpents in superficies, for the use of the Cures.

THIRD. The Fief and Seigniorly of Belair, otherwise called "La Montagne à Bonhomme" containing one league in front by about two in depth situated in the rear of the Fief and Seigniorly Demaure or St. Augustin, extending towards the River Jacques Cartier, bonded on the South-West by the Fief and Seigniorly of Neuville or Point aux Trembles, and on the other side, to the North-East by the Fief and Seigniorly of Godarville, at one extremity towards the South-East in front by the Seigniorly of Demaure or St. Augustin and at the other extremity to the North-West by the River Jacques Cartier which belongs to them in virtue of different acquisitions which they have obtained from the heirs and representatives of the late Guillaume Bonhomme, to whom the said Fief and Seigniorly belonged, having been granted to him by Messrs. de la Barrie and Demeules, Governor General and Intendant of New France on the twenty-fourth of November, Sixteen hundred and eighty-two—the same to be enjoyed by himself and his heirs or representatives hereafter under title of Fief and Seigniorly, possessing High mean and low justice with right of Fishing and hunting throughout the whole extent of the said lands, subject to faith and homage to be rendered at Fort St. Louis at Quebec whence spring all usual rights and dues according to the Coutume, that the nomination of the Judge who shall therein be established shall revert to the *Prevoté* of Quebec and that they provide for the welfare of the tenants, to preserve and cause to be preserved all trees of Oak which may be found fit and proper for the construction of Ships, to give notice to the King, or to his Governors, of the discovery of any Mines, Ores or Minerals should any be found throughout the extent of the said lands, and to leave open, and cause to be left open all necessary roads and passages, which Deed of Grant was confirmed by order of the Kings Council of State on the fifteenth day of April Sixteen hundred and eighty-four; for which Fief and Seigniorly the Reverend Father Claude Dupuy administrator of the Missions and College of the said Society rendered faith and homage to His Most Christian Majesty represented by Monsieur Hocquart heretofore Intendant of New France on the eighth day of April, Seventeen hundred and thirty-three, in which said Fief and Seigniorly there is a domain established containing nine arpents in width by the depth of the said Fief and Seigniorly whereof fifty arpents are arable land, twenty are in pasturage and the remainder in wood.

FOURTH. The Fief and Seigniorly of Sillery situated on the Bank of the River St. Lawrence being one league in width by a league and a half or thereabouts in depth extending as far as the Fief and Seigniorly of St. Gabriel, which bounds it in the rear, bounded on the North-East side by the Point de Puiseaux and by the line which separates the said Fief and Seigniorly from that of St. Michel belonging to the Reverend Gentlemen of the Seminary of Quebec, and on the South-West side by the Fief and Seigniorly of Godarville with right of mean and low justice and of fishing to them belonging in and by virtue of a Deed of Grant made in their favor by Messieurs de Callieres and Bochard de Champigny heretofore Governor General and Intendant of New France on the twenty-third day of October, Sixteen hundred and ninety-nine, at the foot of which grant appears the approbation of His Most Christian Majesty to the said concession dated the sixth day of May Seventeen hundred and two, in which said Fief and Seigniorly there are two dependant Fiefs subject thereto, namely, that of Monceaux, belonging to Sieur Charles Auguste Reaume, containing seven arpents in width by about forty-five or fifty in depth subject to the obligation of Faith and Homage and to the payment of all rights and dues to the Seigniorial Manor of the said Fief as prescribed by the Coutume; and that of St. Ursula belonging to the Ursuline Nuns of Quebec containing two hundred and fifty-three Arpents in superficies, without any other obligation than that of extending their good will and charity to the children of the Indians and to give a simple Aveu et denombrement of the said land to the said Reverend Fathers every twenty years: a domain containing One hundred arpents in superficies granted to Sieur Jean Bond-

field and a Church and Presbytery standing on the piece of land four arpents in superficies for the use of the Cure.

FIFTH. The Fief and Seigniorly of Batiscan being about two leagues in front on the River St. Lawrence by twenty Leagues in depth, bounded on the North-East side by the Fief and Seigniorly of Ste. Marie and on the South-West side by the Fief and Seigniorly of Champlain, in front by the River St. Lawrence, and in the rear by lands not yet granted, the same belonging to the said Reverend Fathers, who acquired the same from Mons Jacques de Laferté Councillor and Almoner in Ordinary to the King, Abbe of St. Magdeleine, one of the members of the Company of New France by Deed of Gift inter vivos passed before Cousinet & Bergeron, Notaries, at the Chatelet of Paris on the thirteenth day of March Sixteen hundred and thirty nine, on which said Fief and Seigniorly there is a Mill newly built, but which is not yet completed, and a Church and Presbytery standing on a piece of land of two arpents in superficies for the use of the Cure a dependant fief containing a quarter of a League in width, above the River Champlain by one league in depth, possessed by the Heirs of La Touche de Champlain subject to Faith and Homage in favour of the said Reverend Fathers according to the Custom and the Censitaires thereof shall be enumerated according to their rank in the present Aveu et denombrement.

SIXTH. The Fief and Seigniorly of Cap de la Magdeleine containing two leagues in front along the St. Lawrence beginning at the Cape called the Three Rivers and descending the said River to a place where the said two leagues would terminate, by twenty leagues in depth, the said two leagues being situated on the North side of the said River comprising the Banks of the Rivers, and the pasture lands which lie on the said River, and on the said three Rivers belonging to the said Reverend Fathers, the same having been granted to them by the said Sieur Jacques de Laferté, Abbe of La Magdeleine by Deed of Donation inter vivos passed before Trefle and Duchesne, Notaries, at the Chatelet of Paris on the twentieth day of March, Sixteen hundred and fifty one, and in which Fief and Seigniorly there is a Church and Presbytery built on a piece of land three arpents in superficies for the use of the Cure ; two dependant fiefs over and above the said two leagues in width by twenty in depth, the first having a width of half a league by a depth of two leagues granted to Jacques Hertel, deceased, Sieur of La Frenaye belonging to one Chartier, subject to faith and homage towards the said Reverend Fathers according to the Coutume ; the second being half a league in width by the said depth of two leagues granted to Nicholas Marsolet deceased Sieur of St. Agnan, likewise subject to faith and homage towards the said Reverend Fathers according to the Coutume, the said extent of two leagues in width by twenty in depth forming together with the two dependant fiefs of half a league in width, by two in depth, the said Fief and Seigniorly of Cap de la Magdeleine situated to the north of the River St. Lawrence bounded in its entirety towards the North East by the Fief and Seigniorly of Champlain and in the rear of the said Fief Champlain by lands not yet granted and on the South West by the Cape and lands of Three Rivers in which Fief and Seigniorly there is a third dependent fief of a quarter of a league in width by half a league in depth, bounded on the North East by the Dependant fief Marsolet and on the South West by the first Censitaire of the said Fief and Seigniorly possessed by the Heirs of Joseph Rivard, subject to faith and homage towards the said Reverend Fathers and to the payment of one Mark of Silver on each change of possessor, the censitaires of which said three dependent fiefs shall be enumerated according to their rank in the present Aveu et Denombrement : the said six fiefs and Seigniories lying and situated in the District of Quebec.

SEVENTH. The Fief and Seigniorly belonging to the Reverend Fathers, situated at Three Rivers being twenty three arpents wide on the River St. Lawrence by twenty-five arpents in depth, bounded on the North East by the Common of Three Rivers, on the South West by the Kings' Domain, and being ninety-six arpents in superficies, being in the rear of the depth of twenty five arpents which contains the said Common. Bounded on the North East side by lands of Mons le Chevalier de

Niverville, and on the South West side by the lands of the Marquisate Dusablé, in front to the South East by the depth of the said Common, in the rear to the North West by the Kings Domain belonging to the said Reverend Fathers as set forth in the letters of Amortissement of His Most Christian Majesty of the twelfth day of May Sixteen hundred and seventy eight.

EIGHTH. The Fief and Seigniory of Ile St. Christophe lying in the middle of the River of Three Rivers containing eighty arpents or thereabouts, half a league distant as well from the Cape of Three Rivers as from the Cape of La Magdeleine, having on its South side the Ile Sauvaget and Claude David, on the North side of the Island of Sieur Boucher, and on the East side of the Island of La Poterie to them belonging, they having obtained the same from Mr. de Lauzon, heretofore Governor General of New France on the twentieth day of October Sixteen hundred and fifty four to be held by them in "*franche aumone*" for ever without condition.

NINTH. The Fief and Seigniory commonly called Pachirigny situate in the Town of Three Rivers consisting partly of four perches in front in width, by eight in depth, granted by Mr. de Montmagny, heretofore Governor General of New France to Pachirigny, deceased, Indian Chief, in the said locality of Three Rivers, and partly of twenty square toises of an increase, granted to the said Pachirigny by Mr. Daillebout also heretofore Governor of New France, the said two portions of land adjoining and bounded in their entirety by St. Louis Street on the North East side, St. Antoine Street on the South West side, and in front to the South East by the Street which separates the said Fief from the fortifications in the said Town and in the rear to the North West by Notre Dame Street, under title of Fief and Seigniory, high, low and mean justice belonging to the said Reverend Fathers, the same having been conceded to them after the death of the said Pachirigny by Messieurs de Callieres & Bochart de Champigny Governor General and Intendant respectively on the twenty third of October Sixteen hundred and ninety nine with the Fief and Seigniory of Sillery hereinabove described and approved of by His Most Christian Majesty on the sixth day of May Seventeen hundred and two, in which said Fief and Seigniory the said Reverend Fathers have no domain whatever, but wherein there is a place eighty-six feet and a half in width on the said Notre Dame Street by One hundred and two feet in depth towards the South East, which place has remained up to the present time in this state inasmuch as the garrison formerly occupied a large house situated on the said land, and whereof the said Reverend Fathers have made no disposal, notwithstanding that under the French Government the then Garrison near the Government House was removed to a building constructed for its use at the expense of His Most Christian Majesty.

TENTH. The Fief and Seigniory commonly called Laprairie de la Magdeleine containing two leagues in width by four leagues in depth situated on the bank of the River St. Lawrence on the South side, beginning at St. Helens Island and extending a quarter of a league beyond a Prairie called de La Magdeleine opposite the Islands which are near the Sault of the Island of Montreal, together with the Woods, Prairies, Lakes, Rivers, Marshes and Quarries which may be found throughout its extent with right to fish in the River St. Lawrence, and the Islands Boquet and Poquet, Island de Jones, and the Islets and Rocks which are to be found in front of the said two leagues of width, with all the Seigniorial rights, high, low and mean justice; the said Fief and Seigniory being bounded in front to the North by the Barony of Longueuil, and to the South West by the Fief and Seigniory of Sault St. Louis, in which said Fief and Seigniory no domain has been reserved but two Churches and two Presbyteries, one of the Village des Prairies and the other at Cote St. Phillippes have been constructed on the lands for the use of the Cures, the said four Fiefs and Seigniories being situated and lying in the District of Montreal. That on the said Fiefs and Seigniories of Notre Dame des Anges, St. Gabriel, Belair, Sillery, Batiscan, Cap de la Magdeleine, the Fief at Three Rivers, Ile St. Christophe, de Pachirigny are the establishments and Censitaires as set forth in the Aveu et Denombrement hereinafter mentioned, and elsewhere.

(Here follows the denombrement of the holdings and of the Habitants, Censitaires in each Seignior, 48 pages.)

The said Appearer in his said capacity declares this to contain the truth, and has signed with us. Thus signed in the Registry "Fred. Haldimand and Cazot," which said Aveu et Denombrement we receive according to the good pleasure of His Majesty and without in any wise prejudicing the section in the Quebec Act concerning religious houses. In witness whereof we have caused these presents to be forwarded and delivered to him, having first signed them and having thereto caused the seal of our Arms to be attached thereto and countersigned by the Clerk of the "Papier Terrier."

Signed Fred. Haldimand, and lower down by His Excellency, P. P. Cugnet, with Paraphe.

Collated and compared word for word by the undersigned Notaries Public for the Province of Quebec, in the presence of Gabriel Elzear Taschereau, Thomas Scott, Esquire, two of the Commissioners created for the Enquete respecting, and for the recording of the immoveable property of the Jesuits in this Province, declared to the said Commissioners by the said Father Jean Joseph Cazot, Priest and Director of the Jesuits, in the Treasurer's office of the College of Quebec, and thereupon to them delivered.

Quebec, 19th May, Seventeen hundred and eighty-eight.

(Signed) J. PINGUET, *Nre Public.*
CHS. VOYER, "
THOMAS SCOTT, *C. E.*
G. TASCHEREAU, "

Certified true copy of the Aveu et Denombrement made by the Reverend Father Cazot in 1781.

Department of Crown Lands, (Signed) E. E. TACHE,
Quebec, 11th March, 1890. *Assistant Commissioner.*

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"M."
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COPY OF COMMISSION ISSUED BY LORD DALHOUSIE, 19TH
DECEMBER, 1827.

Signed, Dalhousie Governor.

George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith :—

To the Chief Justice of Our Court of Kings Bench of and for Our District of Montreal, in our Province of Lower Canada, and other the Justices of Our said Court.

GREETING :

Whereas all and every the Estates real and personal, moveable and immoveable situate in Canada which did heretofore belong to the late order of Jesuits have become and are vested in and do belong to us.

And whereas we are lawfully seized and possessed of the Seignior of Sault St. Louis making part and parcel of the said Estates situated lying and being in Our said District of Montreal by reason of which said Seignior we are also seized possessed and entitled to divers domains "Arrières Fiefs" "Droit de Quint" "Cens" "Droit de Lods et Ventres" rights of "Banalité" of Mills, rents and other Seigniorial rights, dues and duties, belonging, due and owing to us, upon and in respect of rents, tenements, real or immoveable Estates situated in the said Seignior, and which were heretofore held and enjoyed by the said late Order of Jesuits as Signiors in possession of the said Seignior.

And whereas our rights and interests in the said Seignior of Sault St. Louis are liable to be impaired and suffer diminution and cannot be effectually and sufficiently enforced for the want of a "Papier Terrier" or Land Roll of the said Seignior which it is necessary should be made and completed forthwith in due form of law.

NOW KNOW YE that in consideration of the premises and in order to maintain and preserve Our just and legal rights in the said Seigniorie We do assign, authorize, and require you that, at the instance of our Attorney General or in case of his absence from our said District of Montreal, of Our Solicitor General of our said Province, you do enjoin and command in such manner and form as may be usual and may serve to convey due notice to the persons concerned, all and every the Vassals, Lessees, Emphyteutic Lessees, Tenants, "Censitaires" and persons holding and seized or possessed as owners of and in lands and tenements situated in the said Seigniorie of Sault St. Louis, subject and liable to such feudal and Seigniorial rights dues and duties as aforesaid, that they do appear before such Public Notary as by you may be appointed in this behalf, at some certain time and place in the said Seigniorie and before such Notary to whom we hereby give the necessary authority for that purpose render fealty and Homage for and in respect of the Fiefs by them half of the said Seigniorie, and make and deliver "Aveu et dénombrement" containing a description in detail of the said Fiefs with their names, boundaries and Abutments, to be signed by them and the said Notary, and also by the said Lessees, Emphyteutic Lessees, Tenants "Censitaires" and persons aforesaid. That they do also designate and point out the lands and tenements by them held of us in the said Seigniorie and all and every the "cens" rents and other Seigniorial rights to which the same are subject or liable; that they do acknowledge the same and make out and deliver in the form required by law a true and faithful Declaration of the extent, boundaries, rents, charges, dues and duties of and upon the said lands, and tenements whereof they are or may be respectively seized, and that they do pay and satisfy all feudal and Seigniorial rights dues and duties accrued thereupon, and exhibit the titles by which they respectively hold said lands and tenements in order that a Land Roll or "Papier Terrier" thereof may be made in the usual and accustomed manner. And in case of refusal or neglect to yield obedience in the premises We do will and require (due regard being had to our Royal Prerogative and just and legal rights) that the person and persons so refusing and neglecting be summoned before you in due course of Law to the end that thereupon you may cause to be done what to right and justice shall appertain.

And We Do further assign, will and require, you to do and execute, and cause to be done and executed, all other matters and things appertaining to your office as Justices of Our said Court that may lawfully be done for the better and more perfect making and completing of a true and exact land Roll or "Papier Terrier" of the said Seigniorie of Sault St. Louis in the form required by law.

IN TESTIMONY WHEREOF, we have caused these Our Letters to be made Patent and the Great Seal of Our said Province of Lower Canada to be hereunto affixed. Witness our trusty and well beloved George, Earl of Dalhousie, Knight Grand Cross of the Most Honourable Military Order of the Bath, Our Captain General and Governor in Chief in and over the Province of Lower Canada, Vice-Admiral of the same, &c., &c.

At our Castle of St. Louis in Our City of Quebec in Our said Province, the nineteenth day of December in the year of Our Lord One thousand eight hundred and twenty-seven and in the Eighth year of Our Reign:

Signed,	Signed,
LS. MONTIZAMBERT,	D.
<i>Actg. Prov. Secy.</i>	G

Province of Lower Canada.

Lettre de Terrier for the Seigniorie of Sault St. Louis.

FIAT.

Recorded in the Registrar's office of the Records at Quebec, the twentieth day of December, 1827, in the ninth register of Letters Patent, and commissions, Folio 325.

LS MONTIZAMBERT,
Actg. Prov. Regr.



pt. of
renders.

RROWER.

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